



# CITY MANAGER'S OFFICE

## DOCUMENT ROUTING FORM

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

12

### CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

#### 1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 05/01/2025

☐ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO

Router Name: Erica Keiper

Ext: 6088

Department:

Router Name:

Ext:

Commission Mtg. Date: 12/19/2017

CAM #: 17-1463

Item #: CR-2

Document Title:

Satisfaction of Mortgage- Jared and Kentrella Shivers, and Loretha Shivers (1137 NW 18th Street)

CAM attached: ☐ Yes ☐ No Action Summary attached: ☐ Yes ☐ No CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Project 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.

#### 2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1

Attorney's Name: LYNN SOLOMON Approved as to Form: ☐ Yes ☐ No Initials: JS

Continue Routing To: FIN (if applicable) Date: and then to CCO Date: 5-7-25

#### 3) CITY CLERK OFFICE (CCO):

Clerk Initials: WAY

# of originals: 1

Routed to Dept/Charter Ofc.:

Date: 05/07/25

#### 4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 5/8/25 CMO LOG #: MAY 29

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☒ C. Cooper ☐ L. Reece Date: 5/2/25

Comments/Questions

ACM/AcACM Initials: JS for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: 5/14/25, for continuous routing to the Mayor.

#### 5) MAYOR/CRA CHAIRMAN:

Date Received:

Date to CCO:

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

#### 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: HCD

\*Name: Angella Walsh

Contact # 4523

\*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

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

\* Email scan to ERIC K. XT-1088

1

12. 12. 14

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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 Rehabilitation/Replacement Housing Program Mortgage given by **Jared and Kentrella Shivers**, a married couple, and **Loretha Shivers**, a married woman (hereinafter "Mortgagor"), dated September 10, 2010 and recorded November 1, 2010 in Official Records Book 47490, Page 1360, as modified by the Modification of Mortgage and Promissory Note dated June 10, 2011 and recorded June 27, 2011 in Official Records Book 48000, Page 1258, of the Public Records of Broward County, Florida, given to secure the sum of **Twenty-Six Thousand Four Hundred Seventy-Seven and N0/100 Dollars (\$26,477.00)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 20, in Block H, of LAUDERDALE VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 37, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

Property Address: 1137 NW 18<sup>th</sup> Street,  
Fort Lauderdale, FL 33311

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

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

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 13 day of May, 2025.

WITNESSES:

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

[Signature]  
Witness #1 Name [Signature]

Rickelle Williams  
Rickelle Williams, City Manager

Rebecca McClan  
Witness #1 Name [Printed]

101 NE 3RD AVE ST 2100  
FTL, FL 33301  
Witness #1 Address

Amber Cabrera  
Witness #2 Name [Signature]

Amber Cabrera  
Witness #2 Name [Printed]

101 NE 3RD AVE ST 2100  
FTL, 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 13 day of May, 2025, by Rickelle Williams, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Gina Rizzuti-Smith  
Notary Public, State of Florida



GINA RIZZUTI-SMITH  
Commission # HH 607898  
Expires October 29, 2028

Name of Notary Typed, Printed or Stamped

Personally Known                      OR Produced Identification                     

Type of Identification Produced                     

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

Lynn Solomon  
Lynn Solomon, Assistant City Attorney

100-1000000000  
100-1000000000  
100-1000000000





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

**CR-2**    17-1463

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

ADOPTED

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

**CR-3**    17-1448

Resolution to Authorize the City Manager to Execute an Easement with Florida Power & Light Company

ADOPTED

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

**CR-4**    17-1005

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

ADOPTED

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

**CR-5**    17-1238

Resolution Adopting the Third Amended and Restated Interlocal Agreement for Public School Facility Planning

ADOPTED

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

**CR-6**    17-1440

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

ADOPTED

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

**CR-7**    17-1449

Resolution to Amend the Adopted Fiscal Year 2018 Nuisance Abatement Roll

ADOPTED





RESOLUTION NO. 17-282

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

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

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

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

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

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

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

ADOPTED this the 19th day of December, 2017.

A handwritten signature in black ink, appearing to read "JP Seiler", written over a horizontal line.

Mayor  
JOHN P. "JACK" SEILER

ATTEST:

A handwritten signature in black ink, appearing to read "JAM", written over a horizontal line.

City Clerk  
JEFFREY A. MODARELLI





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

**#17-1463**

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

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

**DATE:** December 19, 2017

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

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**Recommendation**

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

**Background**

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

**Resource Impact**

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

**Strategic Connections**

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

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

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



**Attachment**

**Exhibit 1- Resolution**

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

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







Wire Transfer Detail Report

Previous Business Day  
As of 04/28/2025

Company: CITY OF FORT LAUDERDALE  
User: Brian Arias  
Commercial Electronic Office®

04/29/2025 09:41 AM ET

Treasury Information Reporting

Currency: USD  
Bank: 121000248  
Account: 2000016114577(FL)

WELLS FARGO BANK, N.A.  
MASTER ACCOUNT

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
26,477.00	04/28/2025 01:07 PM CT	FEDWIRE N/A CLOSING USA, LLC N/A	N/A	COMPLETE

Wire Service Reference Number:  
0428B6B7HU3R014658  
Wells Message Number:  
250428149287  
Confirmation Number:  
180CURX033976  
Value Date:  
04/28/2025  
Wire Type:  
195  
Wire Amount:  
26,477.00  
Transaction Reference Number:  
250428149287  
USD Equivalent Amount:  
26,477.00  
Originator ID:  
004831833484  
Originator Name and Address:  
CLOSING USA, LLC  
7665 OMNITECH PLACE  
VICTOR NY 14565 US  
Instructing Bank Code/ID:  
N/A  
Instructing Bank Name and Address:  
N/A  
Sending Party ID:  
026009593  
Sending Party Name and Address:  
BANK OF AMERICA, N.A., NY  
222 BROADWAY  
NEW YORK,US  
Bank to Bank Info:  
N/A  
Beneficiary Bank Code/ID:  
N/A  
Beneficiary Bank Name and Address:  
N/A

Originator to Beneficiary Info:  
180CURX033976 PAYOFF CLOSE LOAN  
/JARED SHIVERS1137 NW 18 STREET FOR  
/T LAUDERDALEFL 33311 CUSA 85580423  
/98

Text:  
026009593 BANK OF AMERICA, N.A., NY 222 BROADWAY NEW YORK,US 2025042800546233 OGB=BANK OF AMERICA, N.A. 222  
BROADWAY NEW YORK,US 10038 ORG=CLOSING USA, LLC 7665 OMNITECH PLACE VICTORNY 14565 US RFB=180CURX033976  
OBI=180CURX033976 PAYOFF CLOSE LOAN /JARED SHIVERS1137 NW 18 STREET FOR /T LAUDERDALEFL 33311 CUSA 85580423 /98  
OPI=004831833484 /FTR/ BNF=2000016114577 CITY OF FORT LAUDERDALE MASTER ACCO UNT NEW YORK NY ... US  
COMPLETED TIMESTAMP 04/28/2025 01:06 PM CT

Instructed Currency/Amount:  
USD/26,477.00  
Exchange Rate:  
1.000000  
Fed/CHIPS/SWIFT Reference Number:  
0428B6B7HU3R014658  
Completed Timestamp:  
04/28/2025 01:06 PM CT  
Sender Reference Number:  
2025042800546233  
Originating Bank Code/ID:  
N/A  
Originating Bank Name and Address:  
BANK OF AMERICA, N.A.  
222 BROADWAY  
NEW YORK,US 10038  
Receiving Party ID:  
002000016114577  
Receiving Party Name and Address:  
CITY OF FORT LAUDERDALE  
MASTER ACCOUNT  
FINANCE DEPT , 100 N ANDREWS AVE  
FORT LAUDERDALE FL US 33301  
Intermediary Bank Code/ID:  
N/A  
Intermediary Bank Name and Address:  
N/A  
Beneficiary Code/ID:  
N/A  
Beneficiary Reference ID:  
2000016114577  
Beneficiary Name and Address:  
CITY OF FORT LAUDERDALE MASTER ACCO  
UNT  
NEW YORK NY ... US



## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Erica Keiper, Senior Legal Assistant  
**From:** Angella Walsh, Housing & Community Development  
**Date:** April 29, 2025  
**Subject:** Satisfaction of Mortgage- **Jared Shivers & Kentrella Shivers-1137 NW 18 Street, Fort Lauderdale, FL 33311**

Attached please find a copy of:

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- Copy of Modification of Mortgage
- Copy of Recorded 2<sup>nd</sup> Mortgage
- Copy of Participation Agreement
- Copy of Promissory Note
- Wire detail transfer information (\$26,477.00)
- Copy of CAM #14-0411- Delegating Authority
- Copy of CAM 17-1054 Forever Loans with Action Summary

Please prepare Satisfaction of Mortgage for a payoff for the release of lien from property located at 1137 NW 18 Street, Fort Lauderdale, FL 33311. Kindly return Satisfactions to our office for recording.

Thank you.

/

Attachments



PREPARED BY AND RETURN TO:

City of Fort Lauderdale  
Housing & Community Development Division  
1409 NW 6<sup>th</sup> Street  
Fort Lauderdale, Florida 33311

CFN # 110115818  
OR BK 48000 Pages 1258 - 1259  
RECORDED 06/27/11 12:31:44 PM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3305  
#1, 2 Pages

Space Reserved For Recording Information

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

ORIGINAL MORTGAGE/NOTE AMT.:	\$ 50,000.00
LESS FUNDS NOT UTILIZED:	\$- 23,541.50
RECORDING FEES:	\$ 18.50
DOC STAMPS	\$ 0.00
MODIFICATION:	\$- 23,523.00
<b>MODIFIED MORTGAGE/NOTE AMT:</b>	<b>\$ 26,477.00</b>

THIS MODIFICATION of Rehabilitation / Replacement Housing Program Mortgage and Promissory Note made this 10 day of June 2011, by and between Jared and Kentrella Shivers, a married couple, and Loretha Shivers, a married woman, hereinafter "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee",

WITNESSETH

WHEREAS, on September 10, 2010, Mortgagor executed and delivered unto Mortgagee a Rehabilitation / Replacement Housing Program Promissory Note, hereinafter "Note", in the amount of \$50,000.00, together with a Rehabilitation / Replacement Housing Program Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 47490 at Pages 1360-1371, 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 20, in Block H, in LAUDERDALE VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 37, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has not used \$23,523.00 of the full amount of the Note, and the parties desire to modify the Note and Mortgage accordingly; and

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and 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 \$26,477.00.

B. The Note is hereby modified to be in the principal amount of \$26,477.00.



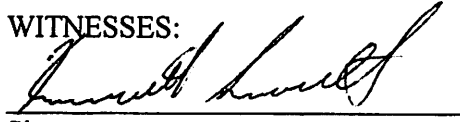


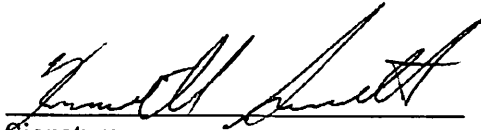
2. When the terms and provisions contained in the aforementioned Mortgage and Note, in any way conflict with the terms and provisions contained in this Modification of Rehabilitation/Replacement Housing Program Mortgage and Note, the terms and provisions herein contained shall prevail, and as modified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


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

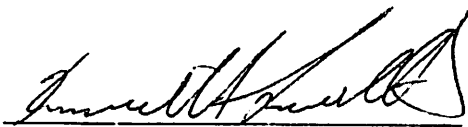
IN WITNESS WHEREOF, this Modification of Mortgage and Note has been duly signed and sealed by the parties.

WITNESSES:

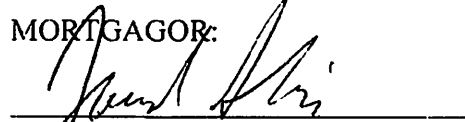
  
Signature  
Kenneth Smith  
Print or Type Name

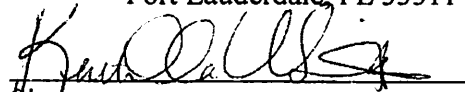
  
Signature  
Kenneth Smith  
Print or Type Name

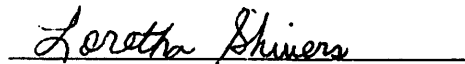
  
Signature  
Kenneth Smith  
Print or Type Name

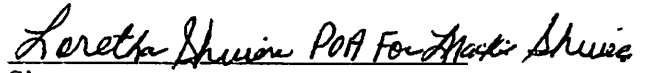
  
Signature  
Kenneth Smith  
Print or Type Name

MORTGAGOR:

  
Signature  
Jared Shivers  
Print or Type Name  
Address: 1137 NW 18 Street  
Fort Lauderdale, FL 33311

  
Signature  
Kentrella Shivers  
Print or Type Name  
Address: 1137 NW 18 Street  
Fort Lauderdale, FL 33311

  
Signature  
Loretha Shivers  
Print or Type Name  
Address: 3171 NW 4 Street  
Fort Lauderdale, FL 33311

  
Signature  
Loretha Shivers POA for Mackie Shivers  
Print or Type Name  
Address: 3171 NW 4 Street  
Fort Lauderdale, FL 33311

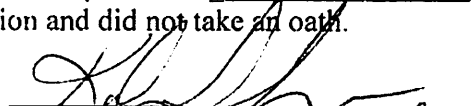
STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2011, by Jared and Kentrella Shivers, and Loretha Shivers, who has/have produced (I.D. number of file in Community Development Division Office) as identification and did not take an oath.

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
Kalandra Smith  
Commission # EE0036599  
Expires: JUNE 23, 2014  
BONDED THROUGH ATLANTIC BONDING CO., INC.

  
Notary Public, State of Florida  
Kalandra Smith  
Name of Notary - Typed / Printed



**CITY OF FORT LAUDERDALE  
REHABILITATION / REPLACEMENT HOUSING PROGRAM  
PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this 10 day of September, 2010  
by and between:

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

and

Jared and Kentrella Shivers, a married couple, and Loretha  
Shivers, a married woman, 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. PURPOSE. The purpose of this Agreement is to establish the requirements for the City to loan money to Property Owner for the purpose of owner-occupied substantial rehabilitation / replacement construction of a house on Owner's Property. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines "Program".
2. SCOPE. 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 house on Owner's Property ("Project") having the address of:

1137 NW 18 Street  
Fort Lauderdale, Florida, and



legally described as:

Lot 20, in Block H, of LAUDERDALE VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 37, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.  
(hereinafter "Property")

3. FORM OF ASSISTANCE. The amount of the loan shall not exceed \$50,000.00.

Upon execution of this Participation Agreement, the Program Maximum amount of the loan shall be earmarked and set aside for the Owner to be used solely for the Owner's Project. The monies provided shall be withdrawn and used on behalf of the Owner by City solely to pay for the costs. Payments shall be made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by and on file with the City's administrator of the Program ("Construction Contract").

On each date a payment is made on behalf of Participant for the Project, as approved by the Participant as provided in the Construction Agreement, Participant shall execute a promissory note in the amount of the payment made on Participant's behalf which is secured by the mortgage as provided in paragraph 6 of this Agreement, recorded in the public records of Broward County in the maximum amount of the loan provided in this paragraph.

This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction if additional funds become available. Upon completion of the Project, or if this Agreement is terminated for any reason prior to completion of the Project and funds remain in Owner's Project account that are unencumbered, a modification of the mortgage reducing the amount secured by the Mortgage will be executed by the City and recorded in the public records of Broward County.

Upon execution of this Agreement Participant agrees to execute the first note in the amount of soft costs to be incurred in order to secure and implement the Construction Contract and the mortgage securing the maximum loan amount provided in this Agreement, which Mortgage will be recorded in the public records of Broward County and constitute a lien against the Property.

(a) Interest Rate. 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 fifteen



(15) year period. The fifteen year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Participant. Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied and the Property Owner shall be issued a Satisfaction of Mortgage.

4. OCCUPANCY. Property Owner must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner.

5. INSPECTION. 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. SECURITY. City shall secure the loan for this Agreement with a Mortgage on the subject Property.

7. DEFAULT. 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, the entire sum due is payable immediately and interest may be charged at the maximum rate allowed by law. Participant acknowledges that all rehabilitation/replacement assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any funds invested in the project must be repaid to the City.

8. CLOSING. 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. ADMINISTRATION. 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. ASSUMPTION. 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. DISBURSEMENTS. 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. CONDITIONS PRECEDENT. 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. INSURANCE. 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. TERMINATION. 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. COMMUNICATIONS. 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:

Jared and Kentrella Shivers, and Loretha Shivers  
1137 NW 18<sup>th</sup> Street  
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. SEVERABILITY. 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. INTEGRATION. 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 OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Diana R. McDowell  
Diana R. McDowell  
Witness Name - Printed or Typed

Angelina Basto  
Angelina Basto  
Witness Name - Printed or Typed

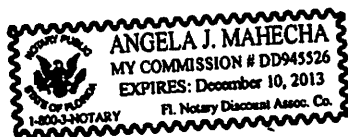
THE CITY OF FORT LAUDERDALE

By: Jonathan Brown  
Jonathan Brown, HCD Manager

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9 day of August, 2010, by Jonathan Brown, HCD Manager, of the City of Fort Lauderdale, who is personally known to me and did not take an oath.

(SEAL)



Angela J. Mahecha  
Notary Public, State of Florida  
Signature - Notary taking Acknowledgment

Angela J. Mahecha  
Name of Notary  
Typed, Printed or Stamped

APPROVED AS TO FORM:  
Sharon P. Miller  
Assistant City Attorney



WITNESSES:

[Signature]  
Signature  
Jere Prejor  
[Witness-Print or Type Name]

[Signature]  
Signature  
L Conner  
[Witness-Print or Type Name]

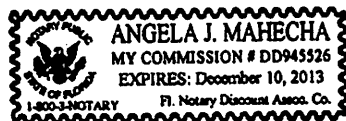
PROPERTY OWNER:

By [Signature]  
Jared Shivers  
[Print or Type Name]

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 6 day of August, 2010, by Jared Shivers, who has produced Photo ID / Florida Drivers License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Angela J. Mahecha  
Name of Notary  
Typed, Printed or Stamped

My Commission Expires: 12/10/2013

Commission Number: DD945526



WITNESSES:

[Signature]  
Signature

L Conner  
[Witness-Print or Type Name]

[Signature]  
Signature  
Sei Kojor  
[Witness-Print or Type Name]

PROPERTY OWNER:

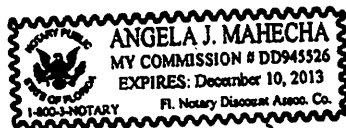
By [Signature]

Kentrella Shivers  
[Print or Type Name]

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 6 day of August, 2010, by Kentrella Shivers, who has produced Photo ID / Florida Drivers License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Angela J. Mahecha  
Name of Notary  
Typed, Printed or Stamped

My Commission Expires: 12/10/2013

Commission Number: DD945526



WITNESSES:

[Signature]  
Signature

LConver  
[Witness-Print or Type Name]

[Signature]  
Signature  
Jean Pryor  
[Witness-Print or Type Name]

PROPERTY OWNER:

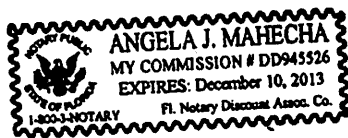
By Loretha Shivers

Loretha Shivers  
[Print or Type Name]

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 6 day of August, 2010, by Loretha Shivers, who has produced Photo ID / Florida Drivers License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Angela J. Mahecha  
Name of Notary  
Typed, Printed or Stamped

My Commission Expires: 12/10/2013

Commission Number: DD945526





This instrument prepared by:  
Sharon P. Miller, Assistant City Attorney  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, FL 33302

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

DATE: September 10, 2010

CASE NO: RS 10-024

NAME: Jared and Kentrella Shivers, and Loretha Shivers

PROJECT: Rehabilitation

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 Thousand & 0/100 Dollars, (\$50,000.00).

1. TERM. The term of this loan is fifteen (15) years from the date provided in the Participation Agreement, such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida 100 North Andrews Avenue, Fort Lauderdale, Florida.
2. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement.
3. PAYMENT: 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. In such event, 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 Housing Rehabilitation / Replacement Program Participation Agreement (referred to as "Agreement") and Mortgage recorded in the public records as security for this note and notes executed in the future for construction of the Project as defined in the Mortgage. 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 fifteen (15) 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, for a substantial rehabilitation / replacement loan, recorded in O. R. Book 47490 Page 1360-1376 of the official record books of Broward County, duly filed for record in Broward County, Florida.

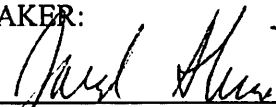
The City agrees to look solely to the real estate located at 1137 NW 18<sup>th</sup> Street, Fort Lauderdale, Florida, as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

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

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

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

MAKER:

  
Applicant Signature

Jared Shivers  
Applicant Name – Printed or Typed

  
Co-Applicant Signature

Loretha Shivers  
Co-Applicant Name – Printed or Typed

  
Co-Applicant Signature

Kentrella Shivers  
Co-Applicant Name – Printed or Typed

  
for Mackie Shivers

Property Address: 1137 NW 18<sup>th</sup> Street  
Ft. Lauderdale, FL 33311



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

# 109679827  
ON BK 47490 Pages 1360 - 1371  
RECORDED 11/01/10 11:14:09 AM  
BROWARD COUNTY COMMISSION  
BOOK 1175 00  
DEPUTY CLERK 3285  
# 1. Pages

Space Reserved for Recording Information

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

THIS MORTGAGE entered into on this 10<sup>th</sup> day of September, 2010, between, Jared and Kentrella Shivers, a married couple, and Loretha Shivers, a married woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1137 NW 18 Street in the City of Fort Lauderdale, Broward County, Florida, and the City of Fort Lauderdale, Florida, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of Home Investment Partnership Program (HOME) in the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00), with soft costs and interest if any, thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Notes, hereinafter called "Notes", and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the 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 20, in Block H, of LAUDERDALE VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 37, 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 or are to be used, 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 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.

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

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





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

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

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is



now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

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

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment 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.

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

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

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

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



authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
- (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note(s) and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "Events of Default".

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

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





the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

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

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

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

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

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

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

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



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

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

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

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale 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 word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever uses herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.



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

WITNESSES:

[Signature]  
L. Conner  
Print Name

[Signature]  
Jean Pryor  
Print Name

[Signature]  
L. A. [Signature]  
Print Name

MORTGAGOR:

[Signature]  
Name: Jared Shivers  
Address: 1137 NW 18<sup>th</sup> Street  
Ft. Lauderdale, FL 33311

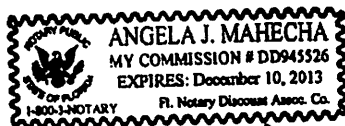
[Signature]  
Name: Kentrella Shivers  
Address: 1137 NW 18<sup>th</sup> Street  
Fort Lauderdale, FL 33311

[Signature]  
Name: Loretha Shivers  
Address: 3171 NW 4<sup>th</sup> Street  
Fort Lauderdale, FL 33311

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 6 day of August, 2010, by Jared Shivers, Kentrella Shivers, and Loretha Shivers, who have produced Photo ID/Florida Drivers License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Angela J. Mahecha  
Name of Notary-Typed, Printed or Stamped

My Commission Expires: 12/10/2013

Commission Number: DD945526

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney



WITNESSES:

Diana R. McDowell

Diana R. McDowell  
Print Name

MORTGAGOR:

Loretha Shivers

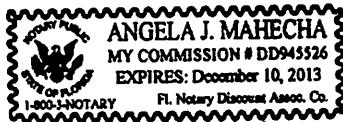
Name: Loretha Shivers POA for  
Mackie Shivers  
Address: 3171 NW 4<sup>th</sup> Street  
Ft. Lauderdale, FL 33311

Laura Maldonado

Laura Maldonado  
Print Name

The foregoing instrument was acknowledged before me this 7 day of September, 2010,  
by Loretha Shivers POA for Mackie Shivers, who have produced Photo ID/Florida Drivers  
License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)



Angela J. Mahecha

Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Angela J. Mahecha

Name of Notary-Typed, Printed or Stamped

My Commission Expires: 12/10/2013

Commission Number: DD945526

