Westminster Academy

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

CONSENT MOTION

Approval of the Consent Agenda

Approve the Consent Agenda

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

CM-1 17-1192

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

APPROVED

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

CM-2 17-1054

Motion Authorizing the Release of Housing Property Liens

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

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

Motion 2: APPROVED as is

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

CM-3 17-1263

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

APPROVED

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

CM-4 17-0871

Motion to Approve Amendment to Interlocal Agreement with the



#17-1054

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Lee R. Feldman, ICMA-CM, City Manager

DATE:

October 17, 2017

TITLE:

Motion Authorizing the Release of Housing Property Liens

Recommendation

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

Background

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

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

Resource Impact

There is no fiscal impact.

Strategic Connections

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

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

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

Attachments

Exhibit 1 - Letter for 623 NW 13th Terrace, Fort Lauderdale, Florida 33311 Exhibit 2 - Letter for 833 NW 2nd Street, Fort Lauderdale, Florida 33311

Prepared by: Avis A. Wilkinson, Housing Programs Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development

Manager

PREPARED BY AND RETURN TO: Patricia SaintVil-Joseph, Esquire City of Fort Lauderdale 1 East Broward Blvd., Ste. 1605 Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Housing Recovery Program Second Mortgage given by Robert Drew Bush, a single person (hereinafter "Mortgagor"), dated August 14, 1998, and recorded January 13,1999, in the Official Records Book 29150 of Broward County, Page 0176 given to secure the sum of Fifty-Eight Thousand Four Hundred Fifty Dollars and Zero Cents (\$58,450.00) on the following described properties, situated, lying and being in Broward County, Florida:

Lot 6, Block D, FAIRFAX BROLLIER ADDITION SECOND SECTION, according to the Plat thereof, as recorded in Plat Book 35, Page 25, of the Public Records of Broward County, Florida.

Property Address:

3516 SW 16th Street.

Fort Lauderdale, FL 33312

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

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

{REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the CITY OF instrument to be fully executed on this 13th day 2024.	FORT LAUDERDALE has caused this by of,
WITNESSES:	
Witness #1 Name [Signature]	Greg Chavarria, City Manager
Marie E. Toseph Witness #1 Name [Printed]	
1DI NE 3 rd Ave, Suite 2400 Fort Lauderdate, FI 33301 Witness #1 Address	
Witness #2 Name [Signature]	
Witness #2 Name [Printed]	

101 NE 312 Ave, Soite 2100 Fort Louderdale, 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 thing day of march, 2024, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.
R. McClow
Notary Public, State of Florida REBECCA MCCLAM Notary Public - State of Florida Commission # HH 306617 My Comm. Expires Aug 29, 2026
Name of Notary Typed, Printed or Stamped Bonded through National Notary Assn.
Personally KnownOR Produced Identification
Type of Identification Produced
Approved as to form and correctness: Thomas J. Ansbro, City Attorney
Q Q V
Patricia SaintVil-Joseph, Assistant City Attorney

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To:

Erica Keiper, Senior Legal Assistant

From:

Angella Walsh, Housing & Community Development

Date:

February 29, 2024

Subject:

Satisfaction of Mortgage - Robert Drew Bush- 3516 SW 16 Street, Fort

Lauderdale, FL 33312

Attached please find copy of:

- Copy of Recorded 2nd Mortgage
- · Copy of Participation Agreement
- · Copy of Promissory Note
- · Copy of Continuous Residency Affidavit
- Copy of BCPA
- Copy of Driver License
- Copy of CAM 17-1054-Forever Loans with Action Summary

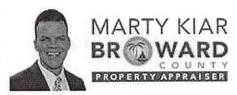
The client satisfied the terms of the agreement, and this loan has been forgiven.

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

Thank you.

1

Attachments



Site Address	3516 SW 16 STREET, FORT LAUDERDALE FL 33312-3520	ID#	5042 18 16 0060
Property Owner	BUSH, R DREW	Millage	0312
Mailing Address	3516 SW 16 ST FORT LAUDERDALE FL 33312-3520	Use	01-01
Abbr Legal Description	FAIRFAX BROLLIAR ADD SEC 2 35-25 B LOT 6 BLK D		

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).

	re	eduction	for c	osts of	sale and	other adjus	tmen	ts requ	uired by Se	c. 193.0)11(8).		
		* 2024	4 valu	es are c	onsidere	d "working va	lues'	and a	re subject to	change	∍.		
			-		Proper	ty Assessm	ent \	/alues					
Year	ı	_and	Building / Improvement			Just / Market Value		Assessed / SOH Value			Tax		
2024*	\$7	1,000		\$399,	850	\$470,850		\$125,040					
2023	\$7	1,000		\$399,	850	\$470,850		\$121,400		\$2,	\$2,131.04		
2022	\$7	1,000		\$296,140		\$367,140		\$117,870		\$1,9	\$1,989.99		
			2024	* Exemp	tions an	d Taxable V	alues	by Ta	xing Author	rity			
					County	Sch	ool I	Board	Municipal		Inc	Independent	
Just Value	е			\$470,850			\$47	0,850 \$470,8		0,850	\$470,8		
Portability					0	0		0			0		
Assessed	I/SOH	99			125,040	\$125,040		\$125,040			\$125,040		
Homestea					\$25,000	\$25,000		\$25,000		\$25,000			
Add. Homestead				\$25,000		0		\$2	\$25,000		\$25,000		
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CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Robert Drew Bush, who under oath states as follows:

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

Legal Description: Lot 6, Block D, FAIRFAX BROLLIAR ADDITION SECTION NO. 2, according to the Plat thereof, as recorded in Plat Book 35, Page 25 of the Public Records of Broward County, Florida.

Property Address: 3516 S.W 16 Street, Fort Lauderdale, FL 33312

- 2. I have not leased or sold the Property, nor have I transferred ownership of the Property, since entering into the (Housing Rehabilitation Program) with the City of Fort Lauderdale.
- 3. I understand that failure to live up to any of the requirements of the program as described in but not limited to, the <u>City of Fort Lauderdale Housing Rehabilitation Program</u>. I signed for the Housing <u>Rehabilitation Program</u> with the City of Fort Lauderdale, will be considered an event of default and as such will subject me to all remedies available by law and to the City of Fort Lauderdale.

<u>ACKNOWLEDGEMENT:</u> I acknowledge that the information I have deposed to and stated herein is true and accurate and that I am liable to the terms and agreements of the Program I participated in through the City of Fort Lauderdale and to penalties prescribed thereof.

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

FURTHER ARFIANT-SAYETH NAUGHT. Done this 2 of FEB . 2024. Robert Drew Bush
Address: 3516 S.W 16 Street, Fort Lauderdale FL 33312
STATE OF: FLORIDA COUNTY OF: BROWARD
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of, 2024, by Robert Drew Bush
Signature of Notary Public, State of Florida Sabine Desir Commission # GG 965621 Commission Expires 03-22-2024
Personally Known OR Produced Identification OR Produced Identification



CITY OF FORT LAUDERDALE HOUSING RECOVERY PROGRAM PARTICIPATION AGREEMENT

day of Myrember 1998, by and between:

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

and

Robert Drew Bush, a single man, referred to as "Participant."

In consideration of the mutual promises, covenants and agreements, and other good and valuable considerations, the receipt of which is acknowledged, the parties agree to and are bound as follows:

1. REHABILITATION LOAN FINANCING.

The City's rehabilitation loan financing and this agreement are subject to compliance with the existing City of Fort Lauderdale Housing Recovery Program and Guidelines, included and made a part hereof by reference, and the following terms:

- (a) <u>Purpose</u>. The loan proceeds shall be used solely in connection with the rehabilitation and construction of improvements and related soft costs for the Project as described in the Work Items Specifications and Drawings (attached hereto and incorporated as a part of this agreement as Attachment A), on Property located at 3516 SW 16 Street, Fort Lauderdale, Florida, and legally described as:
- Lot 6, Block D, FAIRFAX BROLLIER ADDITION SECOND SECTION, according to the Plat thereof, as recorded in Plat Book 35, Page 25, of the Public Records of Broward County, Florida;

(hereinafter referred to as the "Property").

(b) Loan Amount. The principal amount of the loan shall not exceed \$ 58,450.00; provided, however, that this Agreement may be modified by the parties during construction to increase the principal amount, to reflect additional costs for contingencies to conform the Project work to building code requirements; and further, provided, that the principal amount shall not exceed the Program maximum of 95% loan to after rehabilitation value.

hrp-9/95

- (c) <u>Interest Rate</u>. The interest rate on the principal amount on the loan shall be zero percent (0%) per annum, except in the event of default.
- (d) Term of Repayment. The loan shall be deferred so long as the Property remains the principal residence of the Participant. For the purposes of this Agreement, principal residence is defined as residing in the Property at least 9 months of the year. If the Property is no longer the principal residence of the Participant, if the Property is sold, leased or transferred, the entire unpaid principal amount shall become due and payable.

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

- (e) <u>Security</u>. The loan shall be secured by a second Mortgage on the Participant's interest in the Property described above and upon all residential dwellings and improvements located on said Property.
- (f) Closing. The closing for the conveyance of the Property and for the private financing being secured by the Participant shall be conducted simultaneously with the closing on the City's second mortgage. The closing shall be conducted at the office of the Lender's closing agent, or such other place as may be selected and designated by the City and the Lender. All costs and expenses of the closing, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Participant. The terms of this Agreement are contingent upon the Homeowner obtaining such financing within sixty (60) days from the date of this Agreement. Construction will begin no later than thirty (30) days after the mortgage closing.
- (g) <u>Construction Contract</u>. The Homeowner agrees to enter into a construction contract with a builder approved by the City, which contract, among other things, authorizes the City to act as the Construction Manager for the Homeowner in connection with the rehabilitation of a single-family housing unit for Homeowner, subject to the concurrence of the applicable first mortgage lender ("Lender"). Participant hereby indemnifies and holds harmless the City from any liability arising from and in connection with City's role as construction manager.
- (h) <u>Inspection</u>. The Homeowner shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the City or its

agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions, and requirements as City may reasonably impose.

- (i) Anti-Collusion. The Participant acknowledges and understands that in obtaining bids for the rehabilitation construction work to be awarded in connection with the loan and in accordance with this Agreement, that the Participant shall not divulge, discuss, nor collude with any prospective contractor who shall be a party to the solicitation for bids to be provided in connection with this Agreement, by discussing the terms and amount of financing being made available to the Participant or otherwise offer information to bidders that may create a collusionary relationship between bidder(s) and the Participant.
- Escrowing. As a ministerial function, the City shall serve solely in the capacity of an escrow agent for the Participant, only in the event that the Participant selects a contractor whose costs otherwise exceed the policies and guidelines on determining maximum reasonable costs for the Rehabilitation Program, or for contract items for additional work which are at the sole cost of Participant. In such case the deposit from the Participant 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 Participant 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 Participant 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.
- (k) <u>Disbursements</u>. As a ministerial function, the City shall serve in the capacity of a disbursing agent for the Participant. The loan proceeds made available to the Participant shall be disbursed by the City for all hard and soft costs related to the rehabilitation construction improvements and the financing charges and fees related to the Project. Payments for financing charges and fees incurred by the City shall be disbursed directly by the City to the payee, and the Participant shall receive a written record of these charges on the disclosure statement provided at the Closing, as may be amended from time to time.
- (1) <u>Conditions Precedent</u>. The City's ministerial 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 Participant delivers to the City the following:

Copies of insurance policies or certificates of insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance coverage in the previously mentioned maximum loan amount for the number of units in the structure 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 Property. In the event any sum of money becomes payable under such policy or policies, the City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction Participant's similar obligation to mortgages, if any, or else the City may permit the Participant 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 any disbursements of the loan proceeds; said insurance coverage to be maintained by the Participant in full force and effect during the term of this Agreement.

- (2) A fully paid mortgage title insurance policy in an American Land Title Association (ALTA) form acceptable to the City in the amount of the loan appearing on the Note and the Mortgage, used to secure the loan (either of which adjust the loan amount), unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policy shall insure the Mortgage to be a valid lien on the premises, free and clear of all defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.
- (3) Participant approval for the City to have performed a termite inspection, and, if required, any termite treatment work arising in connection with said inspection.
- (4) Evidence that this Agreement, the Mortgage and Note, as well as, the Participant and General Contractor Agreement have been duly executed and delivered to the City, and that said documents are enforceable against the Participant in accordance

with their respective terms.

- (5) Determination that no default as defined in this Agreement, the Mortgage and Note, or any other document executed or delivered in connection with the loan made in accordance with this Agreement has occurred up to the time of disbursements, whether they be partial of final disbursements.
- (m) Assumption. The remaining principal amount of this loan may be assigned to or assumed only by heirs to the estate of the Participant or other income eligible persons, under the same 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.
- Future Subordination. This Agreement and Mortgage securing the loan made to the Participant be subordinated in favor of a lending institution the purpose of refinancing the existing mortgage debt or obtaining new mortgage debt on the Property. The Participant shall submit to City a written request to subordinate, with supporting documents, including, but not limited to, the identity of the lending institution and its proposed subordination agreement, the amount and interest rate of the new or refinanced mortgage, and an explanation describing the reasons the Participant refinancing or obtaining a new mortgage. The City's Director of Planning and Economic Development shall recommend to the City Manager whether to approve City's subordinating its Mortgage. The recommendation shall be based on whether such subordination is in the best interest of the Participant and the City. Unless other circumstances warrant it, subordination generally be disapproved.

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

- (o) Events of Default. The Participant acknowledges and understands that the provisions as specified below in this paragraph constitute the definition of and lists the events of default as shall be specified in the Mortgage and referred to in the Note used to secure the loan being made under this Agreement.
 - (1) Failure to pay the installment payments, if any, or remaining balance on principal and interest, if any, or other charges payable on the Note, which have become due under the terms of this Agreement, the Mortgage and the Note.

- (2) Nonperformance by the Participant of any other covenant, agreement, term or condition of this Agreement or the Mortgage or Note; or of any other agreement heretofore, herewith or hereafter made by the Participant with the City in connection with such indebtedness, after the Participant has been given due notice by the City of such nonperformance.
- (3) Failure of the Participant to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of the City's mortgage.
- (4) The City's discovery of the Participant's failure in the Application to the City from the Participant to disclose any fact deemed by the City to be material for the making of this loan, or in any of the agreements entered into by the City with the Participant [including, but not limited to, the Mortgage and Note or any other agreements arising in connection with this loan and entered into by the Participant] of any misrepresentation by, or on behalf of, or for the benefit of the Participant.
- (5) The lease of the Property, or the transfer of the Property to other than the heirs of the estate of the deceased Participant or other income eligible persons, non-residential reuse, or disposition of any kind of the Property, or part thereof, without the prior written consent of the City.

Notwithstanding the above and at the sole discretion of the City, upon providing notice to the Participant of its determination that the Participant is in default of this Agreement, the Mortgage or the Note, the City may, from time to time, cure each default by making any payment owed or by any other means needed to cure a default, under any covenant or agreement in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of the Mortgage, to such extent as the City may exclusively determine, and each amount paid, by the City to cure any default shall be paid by the Participant to the City, and the City shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

- (p) Rescission of Agreement. This Agreement may be terminated by the Participant by providing written notice to the City within three (3) business days from the date of which the last of the following four (4) events shall have occurred:
 - The date of this Agreement;

- (2) The date of receipt of the Notice of Right to Cancellation;
- (3) The date of receipt of the Truth in Lending Disclosure Statement; or
- (4) The date of Closing and signing of the original Mortgage and Note.

2. INDEMNIFICATION.

It is agreed by and between the City and the Participant that the Participant shall protect, defend, indemnify and hold harmless the City of Fort Lauderdale, its officers, employees and agents, from and against any and all claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly out of or resulting in connection this Agreement. Without limiting the foregoing, any and all such claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Participant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities at its sole expense and agrees to bear all costs and expenses related thereto, even if groundless, false or fraudulent.

3. 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) Any notice to or demand upon the Participant shall be sufficiently given if delivered at the residence of the Participant located at and previously described in this Agreement, (or such other location as the Participant may from time to time designate in writing to the City), or if posted through the United States mail by registered mail in a sealed, postage-prepaid envelope, addressed to the Participant at the address previously stated herein, or such other address as the Participant may from time to time designate in writing to the City.

- (c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the Participant, be delivered to: City of Fort Lauderdale, Community Development Division, P.O. Box 14250, Fort Lauderdale, Florida 33302, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, addressed to said address.
- (d) 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.

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

WITNESSES:

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

Mayo

City Manager

ATTEST:

Approved as to form:

hrp-9/95

WITNESSES:

Aques Spence

PARTICIPANT:

Robert Drew Bush

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 1998, by Robert Drew Bush, who is not personally known to me and has produced a Florida Driver's License as identification and who did not take an oath.

(SEAL)

OFFICIAL NOTARY SEAL
J MICHAEL MCGUIGAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC645844
MY COMMISSION EXP. MAY 11,2001

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

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

My Commission Expires: 5/11/01

CC645844 Commission Number

DF: HsgRecPrtag-May 97

PREPARED BY AND RET TO: DAVID E. FELDHEIM, Log. City of Fort Lauderdale P.O. Box 14250 Fort Lauderdale, Florida 33302

CITY OF FORT LAUDERDALE

HOUSING RECOVERY PROGRAM

PROMISSORY NOTE (Deferred Payment)

AMOUNT:

\$ 58,450.00

CASE NO.: R. Drew Bush HR98-05

PROJECT NO .:

PLACE: 3516 SW 16 Street

ACCOUNT NO.:

DATE: August 14, 1998

FOR VALUE RECEIVED, the undersigned, Robert Drew Bush, a single man, (referred to as "Maker") promises 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 Eight Thousand Four Hundred Fifty Dollars (\$ 58,450.00). Payment on the principal amount of this Note is deferred and without interest thereon.

Payment of the entire principal amount is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to 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 Housing Recovery Participation Agreement (referred to as "Agreement") and Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of such default until paid. Failure of the City to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The deferred payment on the principal amount of this Note is to be made in lawful money of the United States paid at: CITY OF FORT LAUDERDALE, FINANCE DEPARTMENT, P.O. BOX 14250, FORT LAUDERDALE, FLORIDA 33302.

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the

payment of penalties, interest or premiums. During the deferred payment term, this Note will not accrue interest. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker agrees to pay 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 Second Mortgage on real estate, of even date herewith, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at 3516 SW 16 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 af its date.

MAKER:

Robert Drew Bush 3516 SW 16 Street

Fort Lauderdale, FL 33312

fforeclnte2 10/27/95

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

TRI-COUNTY
WILL CALL
WATSON TITLE & INSURANCE, INC.

FT. LAUUL DALE, FL 33309

99-023226 T#003 01-13-99 12:05PM

\$ 204.75 DOCU. STAMPS-MTGE

\$ 116.90 INTANGIBLE TAX

RECVD. BROWARD CNTY

COUNTY ADMIN.

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE HOUSING RECOVERY PROGRAM SECOND MORTGAGE

THIS SECOND MORTGAGE entered into on this 14th day of August, 1998, between Robert Drew Bush, an unmarried man, hereinafter called "Mortgagor," and the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida 33302, hereinafter called "Mortgagee."

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Fifty Eight Thousand Four Hundred Fifty Dollars (\$ 58,450.00), with interest, if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note," bearing even date herewith, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

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

LOT 6, Block D, FAIRFAX BROLLIER ADITION SECOND SECTION, according to the Plat thereof, as recorded in Plat Book 35, Page 25 of the Public Records of 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 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,

TO TO

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

for the purposes described or referred to in the City of Fort Lauderdale Foreclosure Recovery Program Participation Agreement made and entered into between the Mortgagor and Mortgagee on August 14, 1998, 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 depredation 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, and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagor 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 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 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 Mortgages. 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. Mortgagee agrees to subordinate this Mortgage in favor of a refinanced first mortgage obtained by Mortgagor on the Property, provided that the terms of such mortgage conform to the Mortgagor's written guidelines. The City Manager of Mortgagor is authorized to execute a subordination agreement in favor of a new first mortgage.
- 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 therefor required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee 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, 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 therefor, 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 Mortgager 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.

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 of the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagoe 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 hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
- 21. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and

severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires. 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:

[Witness-print or type name]

Robert Drew Bush 3516 SW 16 Street Fort Lauderdale, FL 33312

Mortgagor:

STATE OF FLORIDA:

[Witness-print or

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 14th day of August, 1998, by Robert Drew Bush who is not personally known to me and has produced driver Lyenst as identification and did not take an oath.

(SEAL)

FTANCIS SWITH
WY COMMISSION & CC 451429
BOAGE THE HOSEY PLES INGENTION
BOAGE THE HOSEY PLES INGENTION
FOR THE HOSEY PLES INGENTY
FOR T

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

Tancis Name of Notary Typed or Stamped

My Commission Expires: ////99

CC43142

Commission Number

RECORDED IN THE OFFICIAL RECORDS BOOK DE BROWARD COUNTY, FLORIDA COUNTY ADMINISTRATOR

- 9 -



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM



Today's Date: 312.24

DOCUMENT TITLE: <u>SATISFACTI</u> Fort Lauderdale, FI)	ON OF MORTGAGE for Robert Drew Bush (3516 SW 16 Street,				
100000000000000000000000000000000000000	CAM #: <u>17-1054</u> ITEM #: <u>CM-2</u> CAM attached: ⊠YES⊡NO				
Routing Origin: <u>CAO</u> Router Nam	e/Ext: Erica K./xt. 6088 Action Summary attached: ☐YES☐NO				
CIP FUNDED: ☐ YES ⊠ NO	Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.				
1) Dept: HCD Router Name/Ext: Al	NGELLA/EXT4523 # of originals routed: 1 Date to CAO: 12-27-23				
2) City Attorney's Office: Docume	nts to be signed/routed? ⊠YES □NO # of originals attached: 1				
	I? ☐YES NO Approved as to Form: ☐YES ☐NO				
Date to CCO: 3 12 24 PAT Attor					
3) City Clerk's Office: # of originals: Routed to: Donna V./Aimee L./CMO Date: D3/12/24					
4) City Manager's Office: CMO LOG #: MPR 4) Document received from: 93/13/24 Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN					
PER ACM: S. Grant S. Grant PENDING APPROVAL (See contemporary) Comments/Questions:	_ (Initial/Date) nments below)				
Forward 1 originals to 📝 Mayor 📮	CCO Date: 3/13/24				
5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:					
6) City Clerk: Forward 1 originals to	CAO for FINAL APPROVAL Date:				
7) CAO forwards originals to CCO Date:					
8) City Clerk: Scan original and for	wards <u>1</u> originals to: <u>Angella W./EXT4523</u>				
Attach certified Reso #	☐YES ☐NO Original Route form to Erica K./ 6088				

Rev. 9/9/2020