

Space Reserved for Recording Information

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

### **SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Residential Rehabilitation Program Mortgage given by **Jay Jones and Marie Jones, (deceased)** and **Rose Gardner**, a single woman (hereinafter "Mortgagor"), dated December 3, 2002 and recorded January 6, 2003 in the Official Records Book 34352 of Broward County, Pages 1-11, as modified by the Modification and Promissory dated May 24, 2006, and recorded October 11, 2006 at Official Records Book 42920, page 298-300, of the Public Records of Broward County, Florida, given to secure the sum of **Fifty Thousand and Ninety-Four Dollars and 17/100 Cents (\$50,094.17)** on the following described properties, situated, lying and being in Broward County, Florida:

Lots 37 and 38, BLOCK 116, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2-D, Page 18, of the Public Records of Broward County, Florida, said lands situate, lying in Broward County, Florida.

Property Address:                              1224 NE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33304

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 13th day of March, 2024.

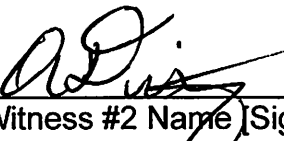
WITNESSES:

Marie E. Joseph  
Witness #1 Name [Signature]

Marie E. Joseph  
Witness #1 Name [Printed]

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

  
Greg Chavarria, City Manager

  
Witness #2 Name [Signature]

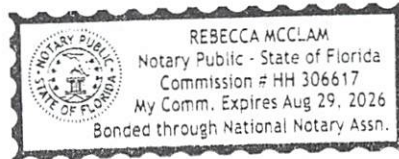
Andrew Diaz  
Witness #2 Name [Printed]

101 NE 3<sup>rd</sup> Ave, Suite 2100  
Fort Lauderdale, FL 33301  
Witness #2 Address

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of March, 2024, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

*Rebecca McClam*  
Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

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

*Patricia Saint-Vil-Joseph*  
Patricia Saint-Vil-Joseph, Assistant City Attorney



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

**#17-1463**

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**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

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 program 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 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 agreements related to programs and awards approved under the Annual Action Plan any amendments thereto, by the City Commission.

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RESOLUTION NO. 17-282

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

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

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


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

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

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

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

ADOPTED this the 19th day of December, 2017.

  
\_\_\_\_\_  
Mayor  
JOHN P. "JACK" SEILER

ATTEST:



\_\_\_\_\_  
City Clerk  
JEFFREY A. MODARELLI

# Memo

**To:** Erica Keiper, Senior Legal Assistant  
**From:** Angella Walsh, Housing & Community Development  
**Date:** February 28, 2024  
**Subject:** Satisfaction of Mortgage – (Jay & Marie Jones-deceased) and Rose Gardner- 1224 NE 3 Avenue, Fort Lauderdale, FL 33304

Attached please find copy of:

- 
- Copy of Recorded Modification of Mortgage
  - Copy of Recorded 2<sup>nd</sup> Mortgage
  - Copy of Participation Agreement
  - Copy of Promissory Note
  - Copy of Continuous Residency Affidavit
  - Copy of BCPA
  - Copy of Driver License- Rose Gardner
  - Copy of Resolution 17-282-, CAM 17-1463 with Action Summary

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

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

Thank you.

/

Attachments



**MARTY KIARD**  
**BROWARD**  
 COUNTY  
 PROPERTY APPRAISER

<b>Site Address</b>	1224 NE 3 AVENUE, FORT LAUDERDALE FL 33304-1919	<b>ID #</b>	4942 34 03 2670
<b>Property Owner</b>	GARDNER, ROSE	<b>Millage</b>	0312
<b>Mailing Address</b>	1224 NE 3 AVE FORT LAUDERDALE FL 33304-1919	<b>Use</b>	01-01
<b>Abbr Legal Description</b>	PROGRESSO 2-18 D LOT 37,38 BLK 116		

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

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

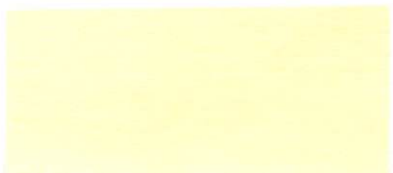
Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024*	\$33,780	\$316,390	\$350,170	\$145,770	
2023	\$33,780	\$316,390	\$350,170	\$141,530	\$1,912.65
2022	\$33,780	\$142,360	\$176,140	\$61,700	\$1,114.20

2024* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
<b>Just Value</b>	\$350,170	\$350,170	\$350,170	\$350,170
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH 94</b>	\$145,770	\$145,770	\$145,770	\$145,770
<b>Homestead 100%</b>	\$25,000	\$25,000	\$25,000	\$25,000
<b>Add. Homestead</b>	\$25,000	0	\$25,000	\$25,000
<b>Wid/Vet/Dis 2</b>	\$5,000	\$5,000	\$5,000	\$5,000
<b>Senior</b>	\$50,000	0	\$50,000	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$40,770	\$115,770	\$40,770	\$90,770

Sales History			
Date	Type	Price	Book/Page or CIN
12/1/1992	WD	\$47,500	20147 / 512
6/1/1983	WD	\$41,500	

Land Calculations		
Price	Factor	Type
\$5.00	6,756	SF
<b>Adj. Bldg. S.F. (Card, Sketch)</b>		1282
<b>Units</b>		1
<b>Eff./Act. Year Built: 1955/1954</b>		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03						F1		
R								
1						1		



CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Rose Gardner, 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 37 and 38, Block 116, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Broward County, Florida.

**Property Address:** 1224 N.E 3 Avenue, Fort Lauderdale, FL 33304

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

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

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

FURTHER AFFIANT SAYETH NAUGHT. Done this 27 of February, 2024.

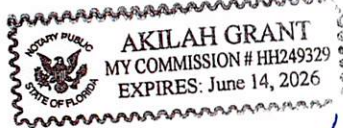
Rose Gardner  
Rose Gardner

Address: 1224 N.E 3 Avenue, Fort Lauderdale FL 33304

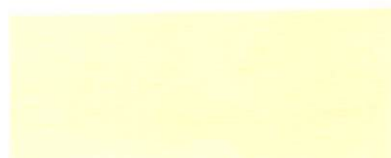
STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 27th day of February, 2024, by Rose Gardner

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



Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced Florida Driver License



USA

**Florida**

**DRIVER LICENSE**

CLASS **G635-733-56-802-1**

**GARDNER**  
1224 NE 3RD AVE  
FORT LAUDERDALE, FL 33304  
DOB 08/22/1956 SEX F AGE 48

**SAFE DRIVER**  
EXPIRES 04/17/2021  
DOB 08/22/1956

OPERATOR OF A MOTOR VEHICLE CONSIDERED TO BE A LICENSEE WHO IS NOT ELIGIBLE FOR SAFE



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

INSTR # 106501707  
OR BK 42920 Pages 298 - 300  
RECORDED 10/11/06 08:51:13  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$70.00  
DEPUTY CLERK 1012  
#1, 3 Pages

Space Reserved For Recording Information

**CITY OF FORT LAUDERDALE  
HOUSING REHABILITATION PROGRAM**

**MODIFICATION OF MORTGAGE AND PROMISSORY NOTE**

ORIGINAL AMOUNT:	\$30,014.05
MODIFICATION: (without recording costs)	\$19,982.77
RECORDING COSTS:	\$ 27.00
Doc Stamps (on \$19,982.77)	\$ 70.35
<b>MODIFICATION TOTAL:</b>	<b>\$20,080.12</b>

THIS MODIFICATION OF Residential Rehabilitation Mortgage and Promissory Note made this 24<sup>th</sup> day of May, 2006, by and between Jay Jones and Marie Jones, his wife and Rose Gardner, a single woman, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

WITNESSETH:

WHEREAS, on December 3, 2002, Mortgagor executed and delivered unto Mortgagee a Housing Improvement Program Promissory Note, hereinafter "Note", in the amount of \$30,014.05, together with a Residential Rehabilitation Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 34352, Page 1 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 37 and 38, BLOCK 116, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2-D, Page 18, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has utilized \$50,094.17 and the parties desire to modify the Note and Mortgage accordingly; and



(3)

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 this Mortgage is hereby modified to be in the principal amount of \$50,094.17.

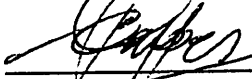
B. The Note is hereby modified to be in the principal amount of \$50,094.17.

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


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

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

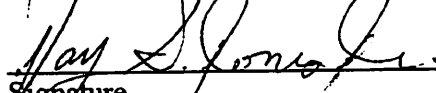
WITNESSES:

  
\_\_\_\_\_  
Signature  
CLAUDE TAPPER  
\_\_\_\_\_  
Print or Type Name


MORTGAGOR:

  
\_\_\_\_\_  
Signature  
Jay Jones  
Print or Type Name  
Address: 1224 NE 3 Avenue  
Fort Lauderdale, Florida


WITNESSES:

  
\_\_\_\_\_  
Signature  
JAY S. JONES JR.  
\_\_\_\_\_  
Print or Type Name

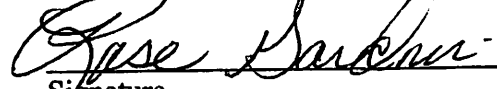
MORTGAGOR:

  
\_\_\_\_\_  
Signature  
Marie Jones  
Print or Type Name  
Address: same as above

WITNESSES:

  
\_\_\_\_\_  
Signature  
LaQuisha DAVIS  
\_\_\_\_\_  
Print or Type Name

MORTGAGOR:

  
\_\_\_\_\_  
Signature  
Rose Gardner  
Print or Type Name  
Address: same as above



STATE OF: Florida  
COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 24 day of May,  
2006 by \_\_\_\_\_ who is/are personally known to me or has produced  
\_\_\_\_\_ as identification and did not take an oath.

(SEAL)

Jay Jones  
Marie Jones  
Rose GARDNER

Karen Reese

Notary Public, State of Florida

Karen Reese

Name of Notary - Typed / Printed



**Karen Reese**  
Commission #DD208880  
Expires: May 04, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

**CITY OF FORT LAUDERDALE  
OWNER-OCCUPIED REHABILITATION  
HOUSING PROGRAM LOAN AGREEMENT**

THIS AGREEMENT, entered into this 27 day of January, 2003  
by and between:

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

and

Rose Gardner, a single woman, for the rest of her natural life,  
Remainder in Jay Jones and Marie Jones, his wife, 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 Owner-Occupied Rehabilitation Habilitation 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 guidelines under which the City may loan money to Property Owner for the purpose of owner-occupied housing rehabilitation construction. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines.
2. SCOPE. The loan proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation construction and related soft costs for the Property having the address of:

1224 NE 3 Avenue  
Fort Lauderdale, Florida, and

legally described as:

Lots 37 and 38, in Block 116, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2, at Page 18, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.  
(hereinafter "Property")

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

3. FORM OF ASSISTANCE. The principal amount of the loan shall not exceed \$30,014.05, provided, however, that this Agreement may be modified by the parties during construction to increase the principal amount by a maximum of an additional ten percent (10%), to reflect additional costs for contingencies to conform the construction work performed to building code requirements; and further, provided that the principal amount shall not exceed the Program maximum of forty five thousand dollars (\$45,000) or ninety-five percent (95%) loan to value ratio, whichever is less.

(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 twenty (20) year period. Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the twenty (20) year period. If no sale, lease, transfer, or other event of default occurs during the twenty (20) 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, interest may be charged at the maximum rate allowed by law.

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  
Community and Economic Development Department  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

**AS TO THE PROPERTY OWNER:**

Rose Gardner, Jay and Marie Jones  
1224 NE 3 Avenue  
Fort Lauderdale, FL 33304

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

WITNESSES:

Safreen B. Ali  
[Witness print or type name]  
Safreen B. Ali

Yvonne Brackett Buck  
[Witness print or type name]  
YVONNE BRACKETT BUCK

CITY OF FORT LAUDERDALE

[Signature]  
Mayor

[Signature]  
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

[Signature]  
asst. City Attorney

WITNESSES:

Chris Obeig  
Signature

CHARLES Obeig  
[Witness-Print or Type Name]

BFA

BARRY FEIN  
[Witness-Print or Type Name]

[Signature]

DAVID HARVEY  
[Witness-Print or Type Name]

PROPERTY OWNER:

By Rose Gardner  
Rose Gardner  
[Print or Type Name]

By [Signature]  
Jay Jones  
[Print or Type Name]

By Marie Jones  
Marie Jones  
[Print or Type Name]

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of NOVEMBER, 2002, by Rose Gardner, Jay Jones and Marie Jones, Who is/are personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

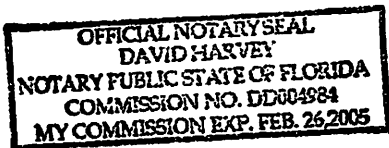
(SEAL)

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

David Harvey  
Name of Notary  
Typed, Printed or Stamped

My Commission Expires: 2/26/05

Commission Number: 00004984





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

CITY OF FORT LAUDERDALE  
HOUSING IMPROVEMENT PROGRAM PROMISSORY NOTE  
(RESIDENTIAL REHABILITATION)  
(Deferred Payment)

AMOUNT: \$30,014.05

CASE NO: RS 02-008

NAME: Jay Jones, Marie Jones, Rose Gardner

PLACE: Ft. Lauderdale

ACCOUNT NO.: SH 124

DATE: December 3, 2002

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 Thirty Thousand Fourteen & 05/100 Dollars, (\$30,014.05). Payment on the principal amount of this Note is deferred and without interest thereon.

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

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

CITY OF FORT LAUDERDALE  
FINANCE DEPARTMENT  
P.O. BOX 14250  
FORT LAUDERDALE, FL 33302

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term, 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 Mortgage on real estate, of even date herewith, for a residential rehabilitation loan, duly filed for record in Broward County, Florida.


The City agrees to look solely to the real estate located at 1224 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33304, 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.

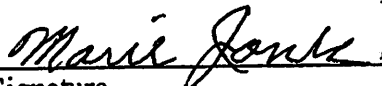
IN WITNESS WHEREOF, this Note has been duly executed by the Maker, as of its date.

MAKER:

  
Signature


Jay Jones  
Print Name: Jay Jones  
Address: 1224 NE 3<sup>rd</sup> Avenue  
Ft. Lauderdale, FL

MAKER:

  
Signature

Marie Jones  
Print Name: Marie Jone  
Address: 1224 NE 3<sup>rd</sup> Avenue  
Ft. Lauderdale, FL 33304

MAKER:

  
Signature

Rose Gardner  
Print Name: Rose Gardner  
Address: 1224 NE 3<sup>rd</sup> Avenue  
Ft. Lauderdale, FL

PRINCIPLE TITLE INSURANCE AGENCY, INC.  
1401 East Broward Blvd, Suite 101  
Fort Lauderdale, Florida 33301

**WILL CALL**

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

INSTR # 102532317  
OR BK 34352 Pages 1 - 11  
RECORDED 01/06/03 12:25:54  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$105.35  
DEPUTY CLERK 1067  
#1, 11 Pages

Space Reserved for Recording Information

**CITY OF FORT LAUDERDALE  
RESIDENTIAL REHABILITATION PROGRAM MORTGAGE**

THIS MORTGAGE entered into on this 3<sup>rd</sup> day of December, 2002, between, Jay Jones and Marie Jones, his wife and Rose Gardner, a single woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1224 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33304, 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 in the principal amount of Thiry Thousand Fourteen & 05/100 Dollars (\$30,014.05), with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is attached hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

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

Lot 37 and 38, Block 116, of PROGRESSO, according to the Plat thereof, recorded in Plat Book 2-D, Page 18, of the Public Records of Broward County, Florida.

**Subject To:**

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

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

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

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

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

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

2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposes on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a residential Rehabilitation Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Housing Improvement Loan Agreement (Residential Rehabilitation) made and entered into between the Mortgagor and Mortgagee on December 3, 2002 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, loci-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the mortgaged property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

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

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject,

as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

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

(b) In the event of loss or damage to the mortgaged property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

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

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

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

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

(a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.

(e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".

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

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

(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 Housing Rehabilitation Program, together with interest thereon, if any, and any and all disbursements made by the

Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

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

23. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The work "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. wherever uses herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

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

WITNESSES:

*Wilma Waldron*

*Wilma Waldron*

Print Name

~~*Willie J. London*~~

*Willie J. London*

Print Name

*Stacy Wickman*

**STACY WICKMAN**

Print Name

MORTGAGOR:

*Jay Jones*

Name: Jay Jones

Address: 1224 NE 3<sup>rd</sup> Avenue

Fort Lauderdale, FL 33304

*Marie Jones*

Name: Marie Jones

Address: 1224 NE 3<sup>rd</sup> Avenue

Fort Lauderdale, FL 33304

*Rose Gardner*

Name: Rose Gardner

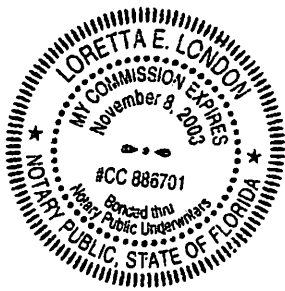
Address: 1224 NE 3<sup>rd</sup> Avenue

Fort Lauderdale, FL 33304

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2002 by Jay Jones and Marie Jones who is/are personally known to me or has produced drivers license as identification and did not take an oath.

(SEAL)



*Loretta E. London*

Signature – Notary Public  
Notary Public, State of Florida

*Loretta E. London*

Name of Notary Typed, Printed  
or Stamped

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of December, 2002 by Rose Gardner who is/are personally known to me or has produced drivers license as identification and did not take an oath.

(SEAL)



*Stacy Wickman*

Signature – Notary Public  
Notary Public, State of Florida

**STACY WICKMAN**

Name of Notary Typed, Printed  
or Stamped

## BUREAU of VITAL STATISTICS

## CERTIFICATION OF DEATH

STATE FILE NUMBER: 2010103614

DATE ISSUED: FEBRUARY 23, 2024

## DECEDENT INFORMATION

DATE FILED: AUGUST 9, 2010

NAME: JAY SAM JONES SR

DATE OF DEATH: AUGUST 1, 2010

SEX: MALE

AGE: 082 YEARS

DATE OF BIRTH: JULY 12, 1928

SSN: \*\*\*-\*\*-6662

BIRTHPLACE: GEORGIA, UNITED STATES

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 267 NW 30TH TERR

LOCATION OF DEATH: FORT LAUDERDALE, BROWARD COUNTY

RESIDENCE: 267 NW 30TH TERR, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES

COUNTY: BROWARD

OCCUPATION, INDUSTRY: SUPERVISOR, CITY OF PLANTATION

EDUCATION: 8TH GRADE OR LESS

EVER IN U.S. ARMED FORCES? NO

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

RACE: BLACK OR AFRICAN AMERICAN

## SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: MARIE PETERSON

FATHER'S NAME: JAY S JONES

MOTHER'S NAME: SALLY WALKER

## INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: MARIE JONES

RELATIONSHIP TO DECEDENT: WIFE

INFORMANT'S ADDRESS: 267 NW 30TH TERR, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ALBERT MCWHITE, F046972

FUNERAL FACILITY: MCWHITE'S FUNERAL HOME

3501 W BROWARD BLVD, FORT LAUDERDALE, FLORIDA 33312

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: SUNSET MEMORIAL GARDENS  
FORT LAUDERDALE, FLORIDA

## CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 2021

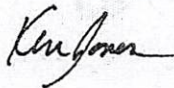
DATE CERTIFIED: AUGUST 3, 2010

CERTIFIER'S NAME: PAMELA M SUTTON MD

CERTIFIER'S LICENSE NUMBER: ME0033712

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

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2026222121

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

## WARNING:

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

DH FORM 1946 (08/01/2022)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED



## BUREAU of VITAL STATISTICS

## CERTIFICATION OF DEATH

STATE FILE NUMBER: 2021109321

DATE ISSUED: FEBRUARY 23, 2024

## DECEDENT INFORMATION

DATE FILED: JUNE 11, 2021

NAME: MARIE JONES

DATE OF DEATH: MAY 29, 2021

SEX: FEMALE

AGE: 088 YEARS

DATE OF BIRTH: DECEMBER 16, 1932

SSN: \*\*\*-\*\*-4114

BIRTHPLACE: DAWSON, GEORGIA, UNITED STATES

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 267 NW 30TH TERRACE

LOCATION OF DEATH: FORT LAUDERDALE, BROWARD COUNTY, 33311

RESIDENCE: 267 NW 30TH TERRACE, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES

COUNTY: BROWARD

OCCUPATION, INDUSTRY: HEAD CUSTODIAN, BROWARD COUNTY SCHOOL BOARD

EDUCATION: 8TH GRADE OR LESS

EVER IN U.S. ARMED FORCES? NO

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

RACE: BLACK OR AFRICAN AMERICAN

## SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: WIDOWED

SURVIVING SPOUSE NAME: NONE

FATHER'S/PARENT'S NAME: DEBBIE PETERSON

MOTHER'S/PARENT'S NAME: ESSIE MAE

## INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: ROSE GARDENS

RELATIONSHIP TO DECEDENT: DAUGHTER

INFORMANT'S ADDRESS: 1224 NE 3RD AVENUE, FORT LAUDERDALE, FLORIDA 33304, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ALBERT MCWHITE, F046972

FUNERAL FACILITY: MCWHITES FUNERAL HOME FORT LAUDERDALE F041320

3501 W BROWARD BLVD, FORT LAUDERDALE, FLORIDA 33312

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: SUNSET MEMORIAL GARDENS  
FORT LAUDERDALE, FLORIDA

## CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 1656

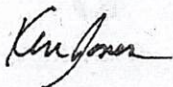
DATE CERTIFIED: JUNE 10, 2021

CERTIFIER'S NAME: JEFFREY P WALLACE

CERTIFIER'S LICENSE NUMBER: ME49186

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

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.



, STATE REGISTRAR

REQ: 2026222055

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

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DH FORM 1946 (08/01/2022)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

12 RUSH

Today's Date: 3-17-24

DOCUMENT TITLE: SATISFACTION OF MORTGAGE for Jay & Marie Jones, Rose Gardner (1224 NE 3rd Avenue, Fort Lauderdale, FL)

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

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

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HCD Router Name/Ext: ANGELLA/EXT4523 # of originals routed: 1 Date to CAO: 12-27-23

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

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

Date to CCO: 3/12/24 PATRICIA SAINTVIL-JOSEPH  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 03/12/24

4) City Manager's Office: CMO LOG #: MAR 42 Document received from: CCO 3/13/24

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

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 1 originals to  Mayor  CCO Date: 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 forwards 1 originals to: Angella W./EXT4523

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to Erica K./ 6088