

This instrument prepared by:
Lynn Solomon, Assistant City Attorney
City of Fort Lauderdale
1 E. Broward Blvd, Suite 1320
Fort Lauderdale, FL 33301

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

DATE: August 29, 2024

CASE NO: RH24-005

NAME: **Villanma Pierre, Single Man**

PROJECT: **State Housing Initiatives Partnership (SHIP)(Rehabilitation)**

FOR VALUE RECEIVED, the undersigned (referred to as "Maker(s)") jointly and severally promise to pay to the order of the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida (referred to as the "City"), or its successors in interest, the principal amount of **Sixty Thousand and No/00 Dollars (\$60,000.00)**.

1. **TERM.** Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Maker(s), for a fifteen (15) year period. The fifteen (15) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Maker(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the property during the fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied, and the Maker(s) shall be issued a Satisfaction of Mortgage.
2. **INTEREST RATE:** The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Second Mortgage (as hereinafter defined), or the Agreement.
3. **PAYMENT:** Payment of the entire principal amount, or such part of the principal amount as has not been forgiven, is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker(s) 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(s); or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage. In such event, the entire unpaid principal amount and accrued interest, charged at the maximum rate allowed by law, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Rehabilitation/Replacement Housing Program Participation Agreement (referred to as

“Agreement”) and Mortgage recorded in the public records as security for this note and notes executed in the future for construction of the Project as defined in the Mortgage. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days after the time of such default until paid. Failure of the City to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

CITY OF FORT LAUDERDALE
FINANCE DEPARTMENT
101 N.E. 3rd AVENUE, SUITE 2100
FORT LAUDERDALE, FL 33301

The undersigned Maker(s) 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. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds. During the deferred payment term of fifteen (15) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker(s) 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 City of Fort Lauderdale Rehabilitation/Replacement Housing Program Second Mortgage on real estate, for a substantial rehabilitation/replacement loan, recorded in Official Records Instrument # _____ of the Public Records of Broward County, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at **1328 N.W. 5th Avenue**, Fort Lauderdale, Florida, 33311 as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

The undersigned Maker(s) hereby waives demand, protest and notice of demand and protest are hereby waived, and the undersigned Maker(s) 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(s)” shall be construed in the singular or plural as the context may require or admit as of its date.

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

WITNESSES:

MAKER(S):

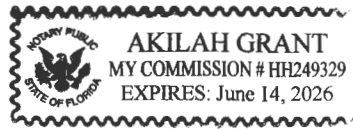
By: Villanma Pierre
Villanma Pierre

[Signature]
Print Name
171 Main St #226
Los Altos Ca 94022
[Signature]
Akilah Grant
Print Name
914 NW 6th St Ste 103
Fort Lauderdale, FL 33311

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of August, 2024, by Villanma Pierre.

[Signature]
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 License

APPROVED AS TO FORM AND CORRECTNESS:
Thomas J. Ansbrosio City Attorney

By: [Signature]
Lynn Solomon, Assistant City Attorney