

This instrument prepared by:
Patricia SaintVil-Joseph, Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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

DATE: March 14, 2022

CASE NO: 21-020

NAME **Annie Ruth Jones**, a single woman.

PROJECT: **Community Development Block Grant (CDBG)**

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 **Thirty Thousand Dollars and Zero Cents (\$30,000.00)**.

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 ten (10) year period. The ten (10) 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 ten (10) year period. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied, and the 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 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
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 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 undersigned Maker(s), or net sale proceeds. During the deferred payment term of ten (10) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker(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 **401 N.W. 19th 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.

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

WITNESSES:

[Signature]
Cynthia D...
Print Name

[Signature]
Akilah Grant
Print Name

MAKER(S):

By: Annie Ruth Jones
Annie Ruth Jones

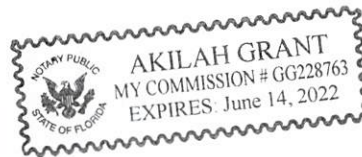
Date: 03-14-22

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of March, 2022, by **Annie Ruth Jones**.

[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 License

STATE OF FLORIDA

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: [Signature]
Patricia Saint-Vil-Joseph, Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L Each
3/18/2022

Today's Date: March 15, 2022

DOCUMENT TITLE: REHABILITATION/REPLACEMENT HOUSING PROGRAM/CDBG – Annie Ruth Jones- 401 SW 19 Avenue - Participation Agreement, Promissory Note and Mortgage

COMM. MTG. DATE: 05/07/2019 CAM #: 19-0363 ITEM #: CM-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: S.Sierra x5598 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: DENEICE G. # of originals routed: 1 Date to CAO: 03/15/2022

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: 3/15/22 Patricia Saint Vil- Joseph
Attorney's Name

Initials

3) City Clerk's Office: # of originals: 1 Each Routed to: Donna V./Aimee L./CMO Date: 3/16/2022

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 3-17-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forward 1 original to: Sonia Sierra x 5598 CAO

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to ssierra./CAO

TM22-0238

Rev. 9/9/2020

Returned
3/18/2022
ammyf