

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:
Patricia SaintVil-Joseph, Esquire
City of Fort Lauderdale
100 N. Andrews Ave
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 **Willie B. Butler**, a single woman, and **Charles Butler Jr.**, a single man (hereinafter "Mortgagors"), dated June 27, 2003 and recorded July 29, 2003, in the Official Records Book 35698 of Broward County, Pages 989 – 999 given to secure the sum of **Five Thousand Three Hundred Nineteen Dollars and Ninety Cents (\$5319.90)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 9, Block 3, RESUBDIVISION OF LINCOLN HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 28, of the Public Records of Broward County, Florida, SAID LANDS SITUATE, LYING AND BEING IN Broward County, Florida.

Property Address: 1113 NW 23RD Terrace
Fort Lauderdale, FL 33311

Mortgagors have 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.

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IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 6th day of February, 2023.

WITNESSES:

Donna Varisco

Donna Varisco

Witness name – printed or typed

H. Skoundridaki

Haterina Skoundridaki

Witness name – printed or typed

[Signature]

Greg Chavarria
City Manager

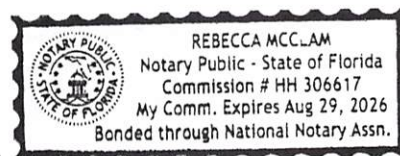
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Signature]
Notary Public, State of Florida

Rebecca McClam

Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

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

[Signature]
Patricia SaintVil-Joseph, Assistant City Attorney

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Sonia Sierra, Paralegal
From: Angella Walsh, Housing & Community Development
Date: February 1, 2023
Subject: ✓ Satisfaction of Mortgage - Willie B. Butler & Charles Butler, Jr.
1113 NW 23 Terrace, Fort Lauderdale, FL 33311

Attached please find a copy of:

- Copy of Participation Agreement
- Copy of the Recorded Mortgage
- Copy of Promissory note
- ✓ Copy of wire detail information for payoff amount \$5,319.90

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

Thank you.

/

Attachments

7/1/2003
\$5319.90 @ 0% 20 yrs
7/1/2023



Wire Transfer Detail Report

Custom

As of 01/26/2023

Company: CITY OF FORT LAUDERDALE

User: Bruce Freund

01/31/2023 04:21 PM ET

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Bank: 121000248

Account: 2000016114577(FL)

WELLS FARGO BANK, N.A.

MASTER ACCOUNT

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
5,319.90	01/26/2023 02:57 PM CT	FEDWIRE N/A AMERICA'S TITLE CORPORATION N/A	N/A	COMPLETE

Wire Service Reference Number:

0126F7B74M2C002364

Wells Message Number:

230126140087

Confirmation Number:

2023026001810

Value Date:

01/26/2023

Wire Type:

195

Wire Amount:

5,319.90

Transaction Reference Number:

230126140087

USD Equivalent Amount:

5,319.90

Originator ID:

9855518952

Originator Name and Address:

AMERICA'S TITLE CORPORATION
14001 N. DALE MABRY HIGHWAY
TAMPA FL 33618-

Instructing Bank Code/ID:

N/A

Instructing Bank Name and Address:

N/A

Sending Party ID:

267090594

Sending Party Name and Address:

BANKUNITED N.A
BLDG2
MIAMI LAKES,US

Bank to Bank Info:

PAYOFF AMOUNT FOR WILLIE B. BUTLER
& CHARLES BUTLER, JR
1113 NW 23 TERRACE
FORT LAUDERDALE,FL 33311
55-2020131

Beneficiary Bank Code/ID:

N/A

Beneficiary Bank Name and Address:

N/A

Originator to Beneficiary Info:

Text:

267090594 BANKUNITED N.A BLDG2 MIAMI LAKES,US 20230126RO793264 OGB=BANKUNITED 14817 OAK LANE MIAMI LAKES, FL 33016 ORG=AMERICA'S TITLE CORPORATION 14001 N. DALE MABRY HIGHWAY TAMPA FL 33618- RFB=2023026001810 OPI=9855518952 /FTR/ BNF=2000016114577 CITY OF FORT LAUDERDALE . . . BBI=PAYOFF AMOUNT FOR WILLIE B. BUTLER & CHARLES BUTLER, JR 1113 NW 23 TERRACE FORT LAUDERDALE,FL33311 55-2020131 COMPLETED TIMESTAMP 01/26/2023 02:57 PM CT

Instructed Currency/Amount:

USD/5,319.90

Exchange Rate:

1.000000

Fed/CHIPS/SWIFT Reference Number:

0126F7B74M2C002364

Completed Timestamp:

01/26/2023 02:57 PM CT

Sender Reference Number:

20230126RO793264

Originating Bank Code/ID:

N/A

Originating Bank Name and Address:

BANKUNITED
14817 OAK LANE
MIAMI LAKES, FL 33016

Receiving Party ID:

002000016114577

Receiving Party Name and Address:

CITY OF FORT LAUDERDALE
MASTER ACCOUNT
FINANCE DEPT , 100 N ANDREWS AVE
FORT LAUDERDALE FL US 33301

Intermediary Bank Code/ID:

N/A

Intermediary Bank Name and Address:

N/A

Beneficiary Code/ID:

N/A

Beneficiary Reference ID:

2000016114577

Beneficiary Name and Address:

CITY OF FORT LAUDERDALE

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

NSTR # 103159449
DR BK 35698 Pages 989 - 999
RECORDED 07/29/03 15:29:39
BROWARD COUNTY COMMISSION
JOC STMP-M: \$18.90
DEPUTY CLERK 1008
#1, 11 Pages

Space Reserved for Recording Information

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

THIS MORTGAGE entered into on this 21st day of June, 2003, between, Willie B. Butler, a single woman, and Charles Butler, Jr., a single man hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1113 NW 23 Terrace, 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 Five Thousand Three Hundred Nineteen & 90/100 Dollars (\$5,319.90), 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 9, Block 3, RESUBDIVISION OF LINCOLN HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 28, of the Public Records of Broward County, Florida, said lands situate, lying and being in 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 July 15th, 2003 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 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.

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:

Carrie J. [Signature]
Carrie J. [Signature]
Print Name
[Signature]
[Signature]
Charles J. [Signature]
Print Name

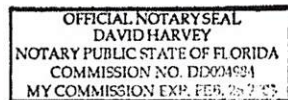
MORTGAGOR:

Willie B. Butler
Name: Willie B. Butler
Address: 1113 NW 23 Terrace
Fort Lauderdale, FL
Charles Butler, Jr.
Name: Charles Butler, Jr.
Address: 1113 NW 23 Terrace
Fort Lauderdale, FL

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 1st day of July,
2003 by Willie B. Butler, who is/are personally known to me or has produced
FDL B 346-882-14-791 as identification and did not take an oath.

(SEAL)



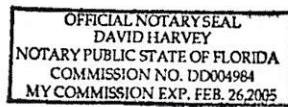
[Signature]
Signature – Notary Public
Notary Public, State of Florida

DAVID HARVEY
Name of Notary Typed, Printed
or Stamped

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 1st day of July,
2003 by Charles Butler, Jr., who is/are personally known to me or has produced
FDL B 346-157-46-137-0 as identification and did not take an oath.

(SEAL)



[Signature]
Signature – Notary Public
Notary Public, State of Florida

DAVID HARVEY
Name of Notary Typed, Printed
or Stamped

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: \$ 5,319.90

CASE NO: RS 03-037

NAME: Willie B. Butler & Charles Butler, Jr.

PLACE: 1113 NW 23 Terr.

ACCOUNT NO.: SH122

DATE: June 27, 2003

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 Five Thousand Three Hundred Nineteen & 90/100 Dollars, (\$5,319.90). 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 1113 NW 23 Terrace, 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:

Willie B. Butler
Signature

Willie B. Butler
Print Name: Willie B. Butler
Address: 1113 NW 23 Terrace
Ft. Lauderdale, FL

MAKER:

Charles Butler Jr.
Signature

Charles Butler Jr.
Print Name: Charles Butler, Jr.
Address: 1113 NW 23 Terrace
Ft. Lauderdale, FL

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: \$ 5,319.90

CASE NO: RS 03-037

NAME: Willie B. Butler & Charles Butler, Jr.

PLACE: 1113 NW 23 Terr.

ACCOUNT NO.: SH122

DATE: June 27, 2003

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 Five Thousand Three Hundred Nineteen & 90/100 Dollars, (\$5,319.90). Payment on the principal amount of this Note is deferred and without interest thereon.

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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:

Willie B. Butler
Signature

Willie B. Butler
Print Name: Willie B. Butler
Address: 1113 NW 23 Terrace
Ft. Lauderdale, FL

MAKER:

Charles Butler Jr.
Signature

Charles Butler Jr.
Print Name: Charles Butler, Jr.
Address: 1113 NW 23 Terrace
Ft. Lauderdale, FL

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

THIS AGREEMENT, entered into this 15 day of July, 2003
by and between:

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

and

Willie B. Butler, a single woman, and Charles Butler, Jr., a single
man, 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:

1113 NW 23 Terrace
Fort Lauderdale, Florida, and

legally described as:

Lot 9, Block 3, RESUBDIVISION OF LINCOLN HEIGHTS, according to the
Plat thereof, as recorded in Plat Book 34, Page 28, 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 \$5,319.90, 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:

Willie B. Butler and Charles Butler, Jr.
1113 NW 23 Terrace
Fort Lauderdale, FL 33311

(c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.

16. SEVERABILITY. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be effected thereby.

17. INTEGRATION. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

18. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

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

WITNESSES:

Safceea B. Ali
Signature

Safceea B. Ali
[Witness print or type name]

Suzanne Cogswell
Signature

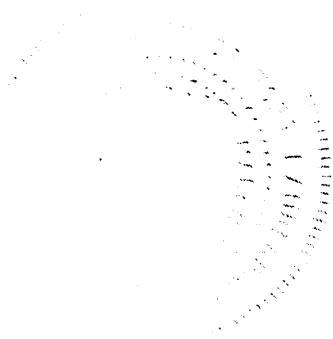
SUZANNE COGSWELL
[Witness print or type name]

CITY OF FORT LAUDERDALE

[Signature]
Mayor

[Signature]
City Manager

(CORPORATE SEAL)



ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

WITNESSES:

[Signature]
Signature

CONNIE GLE
[Witness-Print or Type Name]

[Signature]
Signature

CLAUDE JAMES
[Witness-Print or Type Name]

PROPERTY OWNER:

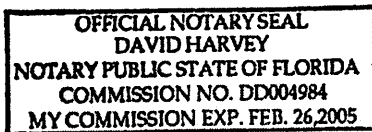
By Willie B. Butler

Willie B. Butler
[Print or Type Name]

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 1st day of July, 2003, by Willie B. Butler, who has produced Photo ID / Florida Drivers License B346-882-14-791 as identification and did not 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: DD004984

WITNESSES:

Concive Que
Signature

Concive Que
[Witness-Print or Type Name]

Claude Tapper
Signature

CLAUDE TAPPER
[Witness-Print or Type Name]

PROPERTY OWNER:

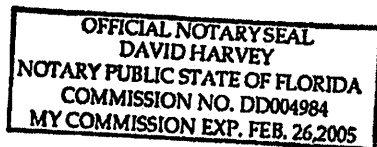
Charles Butler, Jr.
By William B. Butler

Charles Butler, Jr.
[Print or Type Name]

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 1st day of July, 2003, by Charles Butler, Jr. who has produced Photo ID / Florida Drivers License B346-157-46-137-0 as identification and did not take an oath.

(SEAL)



David Harvey
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: DD 004984

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Sonia Sierra, Paralegal
From: Angella Walsh, Housing & Community Development
Date: February 1, 2023
Subject: Satisfaction of Mortgage - Willie B. Butler & Charles Butler, Jr.
1113 NW 23 Terrace, Fort Lauderdale, FL 33311

Attached please find a copy of:

- Copy of Participation Agreement
- Copy of the Recorded Mortgage
- Copy of Promissory note
- Copy of wire detail information for payoff amount \$5,319.90

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

Thank you.

/

Attachments



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 2/2/23

DOCUMENT TITLE: Satisfaction of Mortgage – Willie B. Butler and James Butler Jr.,

1113 NW 23 Terrace, Fort Lauderdale FL 33311

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

Routing Origin: COA Router Name/Ext: Sonia S 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.

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: 2/2/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 02/03/23

4) City Manager's Office: CMO LOG #: FEB 15 Document received from: CCO 02/03/23

Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 02/06/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to: Sonia Sierra x5598 / CAO

Attach _____ certified Reso # 17-282 ☒ YES ☐ NO

Original Route form to CAO

CAO# 23-0084