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PREPARED BY AND RETURN TO:

Patricia SaintVil-Joseph, Esq.

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 Housing Improvement Program Mortgage given by **Conchita Johnson**, a single woman, (hereinafter "Mortgagor(s)"), dated September 3, 1999, and recorded December 29, 1999, at Official Records Book 30135, Page 943, as modified by the Modification of Mortgage and Promissory dated February 19, 2002, and recorded March 4, 2002, at Official Records Book 32831, Page 784, of the Public Records of Broward County, Florida, given to secure the sum of **Eighty-Two Thousand, Eight Hundred Thirty-three Dollars and Nine Cents (\$82,833.09)** on the following described properties, situated, lying and being in Broward County, Florida; said lands situate, lying and being in Broward County Florida.

Lot 3, Block 5, of TUSKEGEE PARK, according to the Plat thereof as recorded in Plat Book 3, Page 9, of the Public Records of Broward County, Florida.

Property Address: 1008 NW 5TH Court
Fort Lauderdale, Florida, 33311

Mortgagors have satisfied all conditions of the Agreement and Mortgagee does hereby acknowledge satisfaction and discharge of said 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 14th day of February, 2023.

WITNESSES:

Donna Varisco

Donna Varisco

Witness name - printed or typed

[Signature]

Aimee Mauro

Witness name - printed or typed

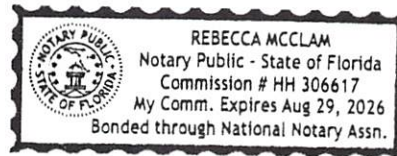
[Signature]
Greg Chavarria
City Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th 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

1950-1951

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HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Sonia Sierra, Paralegal
From: Angella Walsh, Housing & Community Development
Date: February 2, 2023
Subject: Satisfaction of Mortgage – Conchita Johnson 1008 NW 5 Court
Fort Lauderdale, FL 33311

Attached please find copy of:

- ✓ Modification of Mortgage
- ✓ Copy of Recorded Mortgage
- ✓ Copy of Participation Agreement
- ✓ Copy of Promissory Note
- ✓ Continuous Residency Affidavit
- ✓ Copy of Florida Identification Card
- ✓ Copy of BCPA
- ✓ Copy of CAM 17-1054-Forever Loan W- Action Summary

01/3/1999
\$ 67,339.48
\$ 82,833.09
2/14/2002
MORT.
MOD

This client has 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

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 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

CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Conchita Johnson, 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 3, Block 5, TUSKEGEE PARK, according to the Plat thereof, recorded in Plate Book 3, Page 9 of the Public Records of Broward County, Florida.

Property Address: 1008 N.W 5 Court, Fort Lauderdale, FL 33311

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 02 of February 2023.

Conchita Johnson
Conchita Johnson

Address: 1008 N.W 5 Court, 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 2nd day of February, 2023, by Conchita Johnson

Kenyatta H. Black
Signature of Notary Public, State of Florida
Kenyatta H. Black
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification _____
Type of Identification Produced DL on file



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	1008 NW 5 COURT, FORT LAUDERDALE FL 33311-8026	ID #	5042 04 05 0650
Property Owner	JOHNSON, CONCHITA	Millage	0312
Mailing Address	1008 NW 5 CT FORT LAUDERDALE FL 33311-8026	Use	01-01
Abbr Legal Description	TUSKEGEE PARK 3-9 B LOT 3 BLK 5		

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\(8\)](#).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	\$21,000	\$196,990	\$217,990	\$59,680	
2022	\$21,000	\$196,990	\$217,990	\$57,950	\$1,081.91
2021	\$21,000	\$145,140	\$166,140	\$56,270	\$1,064.19

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	\$217,990	\$217,990	\$217,990	\$217,990
Portability	0	0	0	0
Assessed/SOH 02	\$59,680	\$59,680	\$59,680	\$59,680
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$9,680	0	\$9,680	\$9,680
Wid/Vet/Dis 1	\$5,000	\$5,000	\$5,000	\$5,000
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$20,000	\$29,680	\$20,000	\$20,000

Sales History

Date	Type	Price	Book/Page or CIN
12/13/1999	SWD	\$100	30135 / 940
11/8/1994	WD*		22843 / 804
7/1/1987	WD	\$10,000	12062 / 448

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
\$3.00	7,000	SF
Adj. Bldg. S.F. (Card, Sketch)		1115
Units		1
Eff./Act. Year Built: 2003/2001		

Special Assessments

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

6
PREPARED BY AND RETURN TO:
DENNIS LYLES, ESQ.
City of Fort Lauderdale
P.O. Box 14250
Fort Lauderdale, FL 33302



INSTR # 101729866
OR BK 32831 PG 0784
RECORDED 03/04/2002 08:57 AM
COMMISSION
BROWARD COUNTY
DOC STMP-M 54.25
DEPUTY CLERK 2000

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**CITY OF FORT LAUDERDALE
HOUSING REPLACEMENT PROGRAM**

MODIFICATION OF MORTGAGE AND PROMISSORY NOTE

ORIGINAL AMOUNT:	\$67,339.48
MODIFICATION: (without recording costs)	\$15,428.86
RECORDING COSTS:	\$ 64.75
NEW NOTE & MORTGAGE:	\$82,833.09

THIS MODIFICATION OF Residential Replacement Housing Mortgage and Promissory Note made this 29th day of FEBRUARY, 2002, by and between Conchita Johnson, a single woman, hereinafter "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

WITNESSETH

WHEREAS, on September 3, 1999, Mortgagor executed and delivered unto Mortgagee a Replacement Housing Program Promissory Note, hereinafter "Note", in the amount of \$67,339.48, together with a Replacement Housing First Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 30135 at Page 0943, 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 3, Block 5, of TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, Page 9, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has utilized \$82,833.09, and the parties desire to modify the Note and Mortgage accordingly; and

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 \$82,833.09.

B. The Note is hereby modified to be in the principal amount of \$82,833.09.

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 Housing Replacement 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

Print or Type Name

MORTGAGOR:

Signature

Conchita Johnson

Print or Type Name

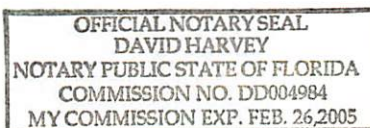
Address: 1008 NW 5 Court
Fort Lauderdale, Florida

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 2002, by CONCHITA JOHNSON, who is/are personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)



Notary Public, State of Florida

Name of Notary - Typed / Printed

Return To:

Fidelity National Title
150 S. Pine Island Rd., Ste 510
Plantation, FL 33324

1769



INSTR # 99780033
OR BK 30135 PG 0943
RECORDED 12/28/1999 09:26 AM
COMMISSION
BROWARD COUNTY
DOC STMP-M 235.90
DEPUTY CLERK 1008

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

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CITY OF FORT LAUDERDALE
HOUSING IMPROVEMENT PROGRAM MORTGAGE
(REPLACEMENT HOUSING)

THIS MORTGAGE entered into on this 3rd day of
September, 1999, between Conchita Johnson, A Single Woman,
hereinafter called, and if more than one party, individually, jointly
and severally hereinafter called "Mortgagor", residing at 1008 N.W. 5 Court
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 SIXTY SEVEN THOUSAND THREE HUNDRED THIRTY NINE AND 48/100 DOLLARS
(\$67,339.48--), 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 3, IN BLOCK 5, OF TUSKEGEE PARK, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 9, OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER with all appurtenances thereto and all the estate
and rights of the Mortgagor in and to such property or in anywise
appertaining thereto; all buildings and other structures now or

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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 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 acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

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

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

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

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

Mortgage.

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

3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Replacement Housing Loan evidenced by the Note, for the purpose of purchasing the property described or referred to in the Housing Improvement Program Loan Agreement (Replacement Housing) made and entered into between the Mortgagor and Mortgagee on , 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.

4. 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, 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.

5. 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.

6. (a) The Mortgagor shall keep all buildings, other

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

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

7. 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.

8. 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.

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

10. 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) Default by the Mortgagor in the performance 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.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".

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

13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom

which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the 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 Replacement Housing 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.

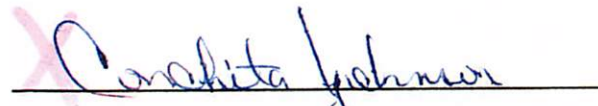
IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:



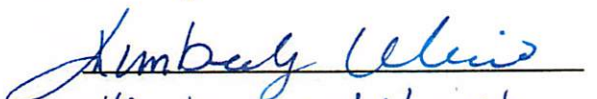
SUSAN HURST
[Witness-print or type name]

MORTGAGOR:



Print Name Conchita Johnson
Address 1008 N.W. 5th Court
Fort Lauderdale, Florida 33301

MORTGAGOR:



Kimberly Ulrich
[Witness-print or type name]

Print Name _____
Address _____

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this

September 3, 19 99, by Conchita Johnson who is personally known to me or has produced drivers license as identification and did not (did) take an oath.

(SEAL)



SUSAN HURST
COMMISSION # CC 649162
EXPIRES JUL 22, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

A handwritten signature in blue ink, appearing to read "Susan Hurst".

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

A handwritten name in blue ink, "Susan Hurst".

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this _____, 19____, by _____ who is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

8/29/94

CITY OF FORT LAUDERDALE

REPLACEMENT HOUSING PROGRAM LOAN AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 30
day of August 1999, by and between:

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

and

Conchita Johnson a single woman
referred to as "Property Owner(s)".

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

1. CONSTRUCTION LOAN FINANCING.

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

(a) Purpose. The loan proceeds shall be used solely in connection with the construction of and related soft costs for the Project as described in the Work Items Specifications and Drawings (attached hereto and incorporated as a part of this agreement as Attachment A), located at 1008 N.W. 5th Court, Fort Lauderdale, Florida, and legally described as:

Lot 3, Block 5, of TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida.

(hereinafter the Property).

(b) Loan Amount. The principal amount of the loan shall not exceed \$ 67,347.78; 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 Project work to building code requirements; and further, provided, that the principal amount shall not exceed the Program maximum.

(c) Interest Rate. The interest rate on the principal amount on the loan shall be zero percent (0%) per annum.

(d) Terms of Repayment. Payment on the principal amount of the loan shall be due: (1) upon the sale, transfer or lease of the Property, except as a result of the transfer to heirs or devisees of the Property Owner(s) or other income eligible persons, and the heirs or devisees or other income eligible persons occupy the Property in accordance with the then existing City of Fort Lauderdale Housing Programs and Guidelines; or (2) upon the use of the Property for non-residential purposes; or (3) in the event the Property is not being maintained in standard condition; or (4) upon a material breach of this Agreement by Property Owner(s). The Property Owner(s) shall provide annual certifications to this effect and allow periodic inspections at the discretion of the City during this period. The Property Owner(s) reserve the right to prepay, at any time, all or any part of the principal amount of the loan without the payment of penalties, premiums or interest, except in the event of default.

Upon the occurrence of one of the events described above, the entire unpaid principal amount remaining on the loan shall become immediately due and payable, without notice or demand, and interest as determined by the City shall begin to accrue thereon after thirty (30) calendar days from the date of cancellation or default, in the maximum amount permitted by law..

(e) Security. The loan shall be secured by a Mortgage on the Property Owner's interest in the Property and upon all residential dwellings and improvements located on the Property.

(f) Closing. The Closing on the loan shall occur on or before the fifth working day after the date of this Agreement. The Closing shall be conducted at a place as may be selected and designated by the City.

(g) Anti-Collusion. The Property Owner(s) acknowledges and understands that in obtaining bids for the construction work to be awarded in connection with the loan and in accordance with this Agreement, that the Property Owner(s) shall not divulge, discuss, nor collude with any prospective contractor who shall be a party to the solicitation for bids to be provided in connection with this Agreement, by discussing the terms and amount of financing being made available to the Property Owner(s) or otherwise offer information to bidders that may create a collusionary relationship between bidder(s) and the Property Owner(s).

(h) Escrowing. As a ministerial function, the City shall serve solely in the capacity of an escrow agent

for the Property Owner(s), only in the event that the otherwise exceed the policies and guidelines on Property determining maximum reasonable costs for the otherwise Construction Program, or for contract items for exceed additional work which are at the sole cost of Property Owner(s). In such case the deposit from the Property Owner(s) shall be provided to the City at the Closing on the loan for the additional funds or the cost the 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(s) 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(s) 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.

(i) Disbursements. As a ministerial function, the City shall serve in the capacity of a disbursing agent for the Property Owner(s). The loan proceeds made available to the Property Owner(s) shall be disbursed by the City for all hard and soft costs related to the construction construction improvements and the financing charges and fees related to the Project. Payments for financing charges and fees incurred by the City shall be disbursed directly by the City to the payee, and the Property Owner(s) shall receive a written record of these charges on the disclosure statement provided at the Closing, as may be amended from time to time.

Disbursements for hard costs to the General Contractor shall be made payable to both the Property Owner(s) 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(s) shall not unreasonably withhold approval of any partial and final payments to the General Contractor, subject to the requirements set forth or referred to in the program guidelines.

(j) Conditions Precedent. The City's ministerial obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until the Property Owner(s) deliver to the City the following:

(1) Copies of insurance policies or certificates of insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the previously mentioned maximum loan amount for the number of units in the structure plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be

issued by a company or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the Property. In the event any sum of money becomes payable under such policy or policies, the City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner's similar obligation to superior mortgages, if any, or else the City may permit the Property Owner(s) to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage.

Policies issued pursuant to this paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the Closing of this loan as a condition precedent to any disbursements of the loan proceeds; said insurance coverage to be maintained by the Property Owner(s) in full force and effect during the term of this Agreement.

(2) A fully paid mortgage title insurance policy in an American Land Title Association (ALTA) form acceptable to the City in the amount of the loan appearing on the Note and the Mortgage, used to secure the loan (either of which adjust the loan amount), unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policy shall insure the Mortgage to be a valid lien on the premises, free and clear of all defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.

(3) Owner approval for the City to have performed a termite inspection, and, if required, any termite treatment work arising in connection with said inspection.

(4) Evidence that this Agreement, the Mortgage and Note, as well as, the Property Owner(s) and General contractor Agreement have been duly executed and delivered to the City, and that said documents are enforceable against the Property Owner(s) in accordance with their respective terms.

(5) Determination that no default as defined in this Agreement, the Mortgage and Note, or any other document executed or delivered in connection with the loan made in accordance with this Agreement has occurred up to the time of disbursements, whether they be partial or final disbursements.

(k) Assumption. The remaining principal amount of this

loan may be assigned to or assumed only by heirs or devisees of the Property Owner(s) or other income eligible persons, under the same conditions of this 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.

(1) Future Subordination. This Agreement and the Mortgage securing the loan made to the Property Owner(s) may be subordinated in favor of a lending institution for the purpose of refinancing the existing mortgage debt or obtaining new mortgage debt on the Property. The Property Owner(s) shall submit to City a written request to subordinate, with supporting documents, including, but not limited to, the identity of the lending policies institution and its proposed subordination agreement, the amount and interest rate of the new or refinanced mortgage, and an explanation describing the reasons the Property Owner(s) is refinancing or obtaining a new and mortgage. The City's Director of Economic Development shall recommend to the City Manager whether to approve the City's subordinating its Mortgage. The guidelines subordination is in the best interest of the Property Owner(s) and the City. Unless other circumstances warrant it, subordination will generally be disapproved if:

- (1) At least one (1) year has not elapsed from the date of closing.
- (2) At least two (2) years have not elapsed from the date of the last subordination, if applicable.
- (3) If a refinance of existing mortgage debt is involved, the new mortgage note is at an interest rate less than two percentage points lower than on the existing mortgage debt and if less than a majority of the cash received by the Property Owner(s), if any, will be utilized to improve the Property.

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

(m) Events of Default. The Property Owner(s) selects a acknowledge and understand that the provisions as specified below in this paragraph constitute the definition of and lists the events of default as shall be specified in the Mortgage and referred to in the Note used to secure the loan being made under this Agreement.

- (1) Nonperformance by the Property Owner(s) of any covenant, agreement, term or condition of this

Agreement or the Mortgage or Note; or of any other agreement heretofore, herewith or hereafter made by the Property Owner(s) with the City in connection with such indebtedness, after the Property Owner(s) have been given due notice by the City of such nonperformance.

(2) Failure of the Property Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of the City's mortgage.

(3) The City's discovery of the Property Owner(s) failure in the Application to the City from the Property Owner(s) to disclose any fact deemed by the City to be material for the making of this loan, or in any of the agreements entered into by the City with the Property Owner(s) [including, but not limited to, the Mortgage and Note or any other agreements arising in connection with this loan and entered into by the Property Owner(s)] of any misrepresentation by, or on behalf of, or for the benefit of the owner.

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

(n) Rescission of Agreement. This Agreement may be terminated by the Property Owner(s) by providing written notice to the City within three (3) business days from the date of which the last of the following four (4) events shall have occurred:

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

However, in the event a future advance is deemed by the City to be necessary or required, the City shall provide the Property Owner(s) with such additional notice as may be required in accordance with this Agreement. A future advance shall not be grounds for rescission of the original Note and Mortgage to which this Agreement is appended.

2. INDEMNIFICATION.

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

3. COMMUNICATIONS.

Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

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

(c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the Property Owner(s), be delivered to: City of Fort

Lauderdale, Community Development Division, P.O. Box 14250, Fort Lauderdale, Florida 33302, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, addressed to said address.

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

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

WITNESSES:

CITY OF FORT LAUDERDALE

Asher Powers

By

Mayor

Gwonne Brackett Buck

By

City Manager

(CORPORATE SEAL)

ATTEST:

Lucy Mule
City Clerk

Approved as to form:

Thomas B. Dineen
Asst. City Attorney

WITNESSES:

Lester A. Johnson III
LESTER A. JOHNSON III

PROPERTY OWNER(S)

Conchita Johnson
Conchita Johnson

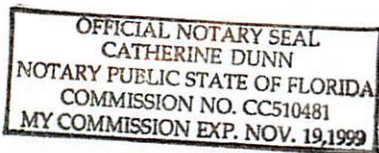
STATE OF FLORIDA:
COUNTY OF BROWARD:

8/9 The foregoing instrument was acknowledged before me this
1999, 1999, by Conchita Johnson, who is
personally known to me or has/have produced Florida Drivers
License as identification and who did not take an oath.

(SEAL)

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

Catherine Dunn
Name of Notary Typed,
Printed or Stamped



My Commission Expires: 11-19-99

CC510481
Commission Number

0%rplcagrm 3/29/96
contractor whose costs

CITY OF FORT LAUDERDALE

HOUSING IMPROVEMENT PROGRAM PROMISSORY NOTE
(REPLACEMENT HOUSING - ZERO PERCENT)

AMOUNT:

CASE NO.:

PROJECT NO.:

PLACE: Fort Lauderdale, Florida

ACCOUNT NO.:

DATE: September 3, 1999

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 SIXTY SEVEN THOUSAND THREE HUNDRED THIRTY NINE AND 48/100-----Dollars (\$ 67,339.48-----). Payment on the principal amount of this Note is deferred and without interest thereon until: (1) 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 or devisees of the Maker who are income eligible and make the property their principal residence; or (2) use of the property for non-residential purposes; or (3) the property is not maintained in standard condition; or (4) 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 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 the Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount shall bear interest, at the maximum rate allowed by law, accruing thirty (30) calendar days after the time of such default until paid. Failure of the City to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

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 1008 N.W. 5th Court,, 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.

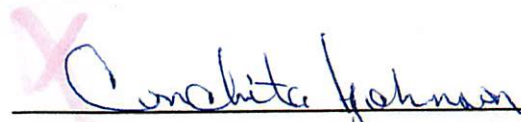
IN WITNESS WHEREOF, this Note has been duly executed by the Maker, as of its date.

WITNESSES:

MAKER:

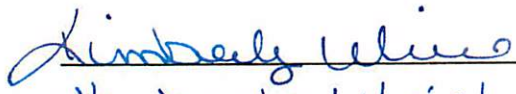


SUSAN HIRST
[Witness-print or type name]




Print Name Conchita Johnson
Address 1008 N.W. 5th Court
Fort Lauderdale, Florida 33311

MAKER:



Kimberly Ulrich
[Witness-print or type name]

Print Name _____
Address _____

Florida IDENTIFICATION CARD 



Id ID# **J525-113-52-787-0**

1 **JOHNSON**
2 **CONCHITA MAE**
3 **1008 NW 5TH CT**
4 **FT LAUDERDALE, FL 33311-8026**

5 DOB **08/07/1952** 15 SEX **F**
16 EXP **08/07/2027** 16 HGT **5'-02"**

4a ISS **05/14/2019**
SDD **R011905140215**

Conchita Johnson



Westminster Academy

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

CONSENT MOTION

Approval of the Consent Agenda

Approve the Consent Agenda

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

CM-1 [17-1192](#)

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

APPROVED

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

CM-2 [17-1054](#)

Motion Authorizing the Release of Housing Property Liens

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

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

Motion 2: APPROVED as is

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

CM-3 [17-1263](#)

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

APPROVED

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

CM-4 [17-0871](#)

Motion to Approve Amendment to Interlocal Agreement with the



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

#17-1054

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: October 17, 2017

TITLE: Motion Authorizing the Release of Housing Property Liens

Recommendation

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

Background

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

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

Resource Impact

There is no fiscal impact.

Strategic Connections

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

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

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

Attachments

Exhibit 1 - Letter for 623 NW 13th Terrace, Fort Lauderdale, Florida 33311

Exhibit 2 - Letter for 833 NW 2nd Street, Fort Lauderdale, Florida 33311

Prepared by: Avis A. Wilkinson, Housing Programs Administrator

Department Director: Mario DeSantis, Acting Housing and Community Development
Manager



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

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

11

TODAY'S DATE: _____

DOCUMENT TITLE: Satisfaction of Mortgage – Conchita Johnson,
1008 NW 5 Court, Fort Lauderdale FL 33311

COMM. MTG. DATE: 10/17/17 CAM #: 17-1054 ITEM #: CM-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: 2/10/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 02/13/23

4) City Manager's Office: CMO LOG #: Feb 4 Document received from: CCO 02/13/23

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: CCO 2/15/23

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 _____ originals to: Sonia Sierra x5598 / CAO

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to CAO

CAO # 23-0095