

Space Reserved for Recording Information

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 and Promissory Note given by **George Brown (deceased) and Loretta Brown**, husband and wife (hereinafter "Mortgagors"), dated July 11, 2001, and recorded August 8, 2001, at Official Records Book 31959, Page 0473, as modified by the Modification of Mortgage and Promissory Note dated February 4, 2004 and recorded February 13, 2004, at Official Records Book 36912, Page, 377-378 of the Public Records of Broward County, Florida, given to secure the sum of **Eighty-Seven Thousand, Five Hundred Thirty-two Dollars and 75/100 (\$87,532.75)** on the following described properties; said lands situate, lying and being in Broward County, Florida.

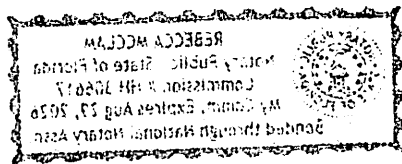
Lots 7 and 8, Block 2, SECTION A, LAUDERDALE HOMESITES, according to the Plat thereof as recorded in Plat Book 3, Page 44, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida

Property Address: 1324 NW 7 Place  
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.





CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Loretta Brown, 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:** Lots 7 and 8, Block 2, Section A, LAUDERDALE HOMESITES, according to the Plat thereof, as recorded in Plate Book 3, Page 44 of the Public Records of Broward County, Florida.

**Property Address:** 1324 N.W 7 Place, 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 14<sup>th</sup> of March, 2023.

Loretta Brown  
Loretta Brown

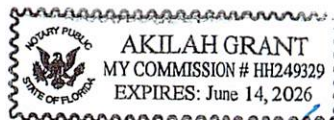
Address: 1324 N.W 7 Place, Fort Lauderdale FL 33311

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14<sup>th</sup> day of March, 2023, by Loretta Brown

Akilah Grant  
Signature of Notary Public, State of Florida

Akilah Grant  
Name of Notary Typed, Printed or Stamped



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

Florida

DRIVER LICENSE



16 ID# B650-530-46-763-0 9 CLASS E

1 BROWN  
2 LORETTA JOHNSON  
3 1324 NW 7TH PL  
4 FORT LAUDERDALE, FL 33311-7913

5 DOB 07/23/1946 15 SEX F  
46 EXP 07/23/2028 16 HGT 5'-08"  
12 REST A 14 END NONE

SAFE DRIVER

INSULIN DEP

44 ISS 06/07/2020

500 X632006071335



Operation of a motor vehicle constitutes  
consent to any sobriety test required by law.

## OFFICE of VITAL STATISTICS

## CERTIFICATION OF DEATH

INSTR # 112567136  
OR BK 51142 Pages 1084 - 1084  
RECORDED 10/03/14 12:44:36 PM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3370  
#1, 1 Pages

STATE FILE NUMBER: 2014111004

DATE ISSUED: August 12, 2014

## DECEDENT INFORMATION

STATE FILE DATE: August 12, 2014

NAME: GEORGE BROWN

DATE OF DEATH: August 3, 2014

SEX: MALE

SSN: 266-66-9474

AGE: 069 YEARS

DATE OF BIRTH: June 13, 1945

BIRTHPLACE: ORANGEBURG, SOUTH CAROLINA, UNITED STATES

PLACE OF DEATH: INPATIENT

FACILITY NAME OR STREET ADDRESS: BROWARD HEALTH MEDICAL CENTER

LOCATION OF DEATH: FORT LAUDERDALE, BROWARD COUNTY, 33316

## SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: MARRIED

SPOUSE (IF FEMALE, MAIDEN NAME): LORETTA JOHNSON

RESIDENCE: 1324 NW 7TH PLACE, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES COUNTY: BROWARD

OCCUPATION, INDUSTRY: TRUCK DRIVER, TRANSPORTATION

RACE: ☐ White ☒ Black or African American ☐ Asian Indian ☐ Chinese ☐ Filipino ☐ Native Hawaiian ☐ Japanese ☐ Korean  
☐ American Indian or Alaskan Native-Tribe: ☐ Vietnamese ☐ Other Asian:  
☐ Guamanian or Chamorro ☐ Samoan ☐ Other Pacific Isl: ☐ Other: ☐ Unknown

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

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED EVER IN U.S. ARMED FORCES? NO

## PARENTS AND INFORMANT INFORMATION

FATHER: WILLIE CARMICHAEL

MOTHER: ELLANEEZE BROWN

INFORMANT: LORETTA BROWN

RELATIONSHIP TO DECEDENT: WIFE

INFORMANT'S ADDRESS: 1324 NW 7TH PLACE, FORT LAUDERDALE, FLORIDA 33311, UNITED STATES

## PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: EVERGLADES CREMATORY  
WEST PARK, FLORIDA

METHOD OF DISPOSITION: CREMATION

FUNERAL DIRECTOR/LICENSE NUMBER: ELIJAH E. BELL, F045417

FUNERAL FACILITY: ELIJAH BELLS FUNERAL SERVICES F047494  
3750 N STATE RD 7, LAUDERDALE LAKES, FLORIDA 33319

## CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 hr): 2210

CERTIFIER'S NAME: NEIL MIRANSKY

CERTIFIER'S LICENSE NUMBER: OS9791

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT APPLICABLE

## CAUSE OF DEATH AND INJURY INFORMATION

MANNER OF DEATH: NATURAL

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a SQUAMOUS CELL CARCINOMA OF LUNGS

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED? NO

AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH?

DATE OF SURGERY:

DID TOBACCO USE CONTRIBUTE TO DEATH? UNKNOWN

REASON FOR SURGERY:

IF FEMALE, NOT APPLICABLE

DATE OF INJURY: NOT APPLICABLE

TIME OF INJURY (24 hr):

INJURY AT WORK?

LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent:

Type of Vehicle:

, State Registrar

REQ: 2015149845

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.  
THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND; GOLD EMBOSSED SEAL, AND A COLOR COPY. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.

## WARNING:



DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

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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**

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Property Address: 1324 NW 7<sup>TH</sup> Place  
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 28 day of April, 2023.

WITNESSES:

Donna Varisco

Donna Varisco

Witness name – printed or typed

Briana Houska

Briana Houska

Witness name – printed or typed

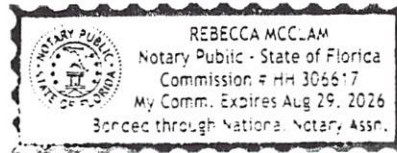
Greg Chavarria  
City Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of April, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Rebecca McClam  
Notary Public, State of Florida

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

Patricia SaintVil-Joseph, Assistant City Attorney

## Sonia Sierra

---

**From:** Angella Walsh  
**Sent:** Friday, April 7, 2023 10:11 AM  
**To:** Sonia Sierra  
**Cc:** Avis Wilkinson; Patricia SaintVil-Joseph  
**Subject:** RE: Request Satisfaction of Mortgage- Loretta Brown (George Brown- Deceased) 1324 NW 7 Place, Fort Lauderdale, FL 33311

Hi Sonia

After reviewing the documents on file, the legal description on the Participation Agreement was done in error. The correct Legal description is on the Recorded Mortgage.

*Angella Walsh* | Administrative Assistant  
**City of Fort Lauderdale | City Manager's Office**  
**Housing & Community Development Division**  
914 Sistrunk Boulevard, Suite 103  
Fort Lauderdale, FL 33311  
Ph: 954-828-4523  
Fax: 954-847-3754  
awalsh@fortlauderdale.gov

---

**From:** Sonia Sierra <SSierra@fortlauderdale.gov>  
**Sent:** Friday, April 7, 2023 9:05 AM  
**To:** Angella Walsh <AWalsh@fortlauderdale.gov>  
**Cc:** Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>  
**Subject:** RE: Request Satisfaction of Mortgage- Loretta Brown (George Brown- Deceased) 1324 NW 7 Place, Fort Lauderdale, FL 33311  
**Importance:** High

Good day Angella,  
Please review the documents and advise why the legal description on the participation agreement is different from the mortgages.

*Best Regards,*  
**Sonia Sierra**  
**Paralegal**  
(954) 828-5598 | [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)



**CITY OF FORT LAUDERDALE**  
**CITY ATTORNEY'S OFFICE**

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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**From:** Angella Walsh <[AWalsh@fortlauderdale.gov](mailto:AWalsh@fortlauderdale.gov)>  
**Sent:** Tuesday, April 4, 2023 2:28 PM  
**To:** Sonia Sierra <[ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)>  
**Cc:** Avis Wilkinson <[AWilkinson@fortlauderdale.gov](mailto:AWilkinson@fortlauderdale.gov)>  
**Subject:** RE: Request Satisfaction of Mortgage- Loretta Brown (George Brown- Deceased) 1324 NW 7 Place, Fort Lauderdale, FL 33311

Sorry about that. Here you go. There is no note on file.

*Angella Walsh* | Administrative Assistant  
**City of Fort Lauderdale | City Manager's Office**  
**Housing & Community Development Division**  
914 Sistrunk Boulevard, Suite 103  
Fort Lauderdale, FL 33311  
Ph: 954-828-4523  
Fax: 954-847-3754  
[awalsh@fortlauderdale.gov](mailto:awalsh@fortlauderdale.gov)

---

**From:** Sonia Sierra <[ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)>  
**Sent:** Tuesday, April 4, 2023 2:13 PM  
**To:** Angella Walsh <[AWalsh@fortlauderdale.gov](mailto:AWalsh@fortlauderdale.gov)>  
**Subject:** RE: Request Satisfaction of Mortgage- Loretta Brown (George Brown- Deceased) 1324 NW 7 Place, Fort Lauderdale, FL 33311

Hi Angella,  
Where's the participation agreement and the Note?

*Best Regards,*  
**Sonia Sierra**  
**Paralegal**  
(954) 828-5598 | [ssierra@fortlauderdale.gov](mailto:ssierra@fortlauderdale.gov)



**CITY OF FORT LAUDERDALE**  
**CITY ATTORNEY'S OFFICE**

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---

**From:** Angella Walsh <[AWalsh@fortlauderdale.gov](mailto:AWalsh@fortlauderdale.gov)>

**Sent:** Tuesday, April 4, 2023 1:13 PM

**To:** Sonia Sierra <[SSierra@fortlauderdale.gov](mailto:SSierra@fortlauderdale.gov)>

**Cc:** Avis Wilkinson <[AWilkinson@fortlauderdale.gov](mailto:AWilkinson@fortlauderdale.gov)>

**Subject:** Request Satisfaction of Mortgage- Loretta Brown (George Brown- Deceased) 1324 NW 7 Place, Fort Lauderdale, FL 33311

Hi Sonia

Please see attached documents for Satisfaction of Mortgage – Loretta Brown (George Brown-deceased) Property located at 1324 NW 7 Place, Fort Lauderdale, FL 3331. There are no promissory note on record.

*Angella Walsh* | Administrative Assistant

**City of Fort Lauderdale | City Manager's Office**

**Housing & Community Development Division**

914 Sistrunk Boulevard, Suite 103

Fort Lauderdale, FL 33311

Ph: 954-828-4523

Fax: 954-847-3754

[awalsh@fortlauderdale.gov](mailto:awalsh@fortlauderdale.gov)

CITY OF FORT LAUDERDALE

REPLACEMENT HOUSING PROGRAM LOAN AGREEMENT

THIS IS AN AGREEMENT, made and entered into this  
20 day of September 2000, by and between:

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

and

Loretta and George Brown a husband and  
wife  
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 1324 N.W.  
7<sup>th</sup> Place, Fort Lauderdale, Florida, and legally  
described as:

Lot 6, Block 4, 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

(hereinafter the Property).

(b) Loan Amount. The principal amount of the loan shall not exceed \$ 82,028.57; 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

(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

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 Rowell

By [Signature]  
Mayor

Suzanne Cogswell

By [Signature]  
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
and City Attorney

WITNESSES:

PROPERTY OWNER(S)

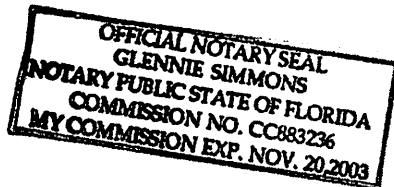
Sheila P. Solar

Loretta Brown  
Loretta Brown  
George Brown  
George Brown

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this August 16th, 2000, by Loretta and George Brown  
who are personally known to me or has/have produced  
FLORIDA DRIVERS LICENSE as identification and who did not take  
an oath.

(SEAL)



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

Glennie Simmons  
~~CATHERINE DUNN~~  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 11-20-03

CC510481 CC883236  
Commission Number

0%rplcagrm 3/29/96  
contractor whose costs



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).

### Property Assessment Values

### 2023\* Exemptions and Taxable Values by Taxing Authority

### Sales History

## Land Calculations

## Special Assessments

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

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

INSTR # 103731744  
OR BK 36912 Pages 377 - 378  
RECORDED 02/13/04 11:20:43  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$19.25  
DEPUTY CLERK 1926  
#1, 2 Pages

Space Reserved For Recording Information

**CITY OF FORT LAUDERDALE  
HOUSING REPLACEMENT PROGRAM**

**MODIFICATION OF MORTGAGE AND PROMISSORY NOTE**

|   |                 |
|---|-----------------|
| ORIGINAL AMOUNT:                        | \$82,028.57     |
| MODIFICATION: (without recording costs) | \$ 5,474.08     |
| <u>RECORDING COSTS:</u>                 | \$ <u>30.10</u> |
| NEW NOTE & MORTGAGE:                    | \$87,532.75     |

THIS MODIFICATION OF Residential Replacement Housing Mortgage and Promissory Note made this 4 day of FEBRUARY, 2004, between George Brown and Loretta Brown, his wife, hereinafter called "Mortgagor", and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

WITNESSETH:

WHEREAS, on July 11, 2001, Mortgagor executed and delivered unto Mortgagee a Residential Rehabilitation Promissory Note, hereinafter "Note", in the amount of \$82,028.57, together with a Replacement Housing Program Mortgage, hereinafter "Mortgage", of even date and recorded in Official Records Book 31959 at Page 473, 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:

Lots 7 and 8, Block 2, SECTION A, LAUDERDALE HOMESITES, according to the Plat thereof, as recorded in Plat Book 3, Page 44, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

WHEREAS, the Mortgagor has utilized \$87,532.75, 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 \$87,532.75.

B. The Note is hereby modified to be in the principal amount of \$87,532.75.

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:

Bary Fein  
Signature

Bary Fein  
Print or Type Name

WITNESSES:

Bary Fein  
Signature

Bary Fein  
Print or Type Name

MORTGAGOR:

George Brown  
Signature

George Brown  
Print or Type Name  
Address: 1324 NW 7 Place  
Fort Lauderdale, Florida

MORTGAGOR:

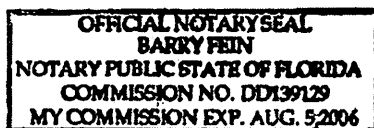
Loretta Brown  
Signature

Loretta Brown  
Print or Type Name  
Address:same address

STATE OF: Florida  
COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 4 day of February, 2004, by George & Loretta Brown, who is/are personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

SEAL)



Bary Fein  
Notary Public, State of Florida

Bary Fein  
Name of Notary - Typed / Printed \_

3  
Title National Title  
S. Pine Island Dr., Ste 510  
Fort Lauderdale, FL 33324  
0833



**INSTR # 101240662**  
**OR BK 31959 PG 0473**

RECORDED 08/08/2001 11:57 AM  
COMMISSION  
BROWARD COUNTY  
DOC STMP-H 287.35  
DEPUTY CLERK 1931

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

Space Reserved for Recording Information

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

THIS MORTGAGE entered into on this 11 day of  
July, 2001, between George Brown and Loretta Brown, His Wife,  
hereinafter called, and if more than one party, individually, jointly  
and severally hereinafter called "Mortgagor", residing at 1324 N.W. 7 Place  
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 EIGHTY TWO THOUSAND TWENTY EIGHT AND 57/100 DOLLARS  
(\$ 82,028.57), 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:

LOTS 7 ADN 8, BLOCK 2, SECTION A, LAUDERDALE HOMESITES, ACCORDING  
TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 44, 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

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 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, ~~OR BK 31959 PG 0479~~ 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.

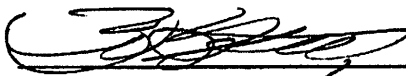
21. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.

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.

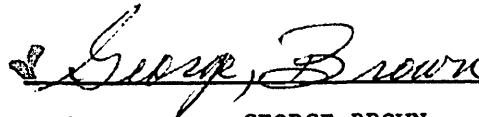
23. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, 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.

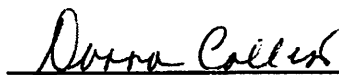
WITNESSES:

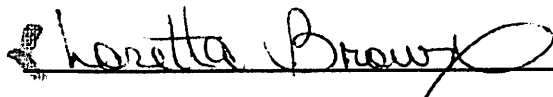
  
SUSAN KISER  
 [Witness-print or type name]

MORTGAGOR:

  
 Print Name GEORGE BROWN  
 Address 1324 N.W. 7 PLACE  
FORT LAUDERDALE, FLORIDA

MORTGAGOR:

  
DONNA COLLINS  
 [Witness-print or type name]


  
 Print Name LORETTA BROWN  
 Address 1324 N.W. 7TH PLACE  
FORT LAUDERDALE, FLORIDA

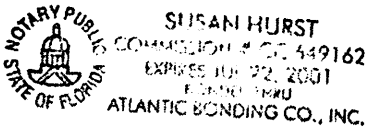
STATE OF FLORIDA :  
 COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this

July , 2001 , by GEORGE & LORETTA BROWN who is personally known to me or has produced DRIVERS LICENSE 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

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 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

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Sonia Sierra, Paralegal  
**From:** Angella Walsh, Housing & Community Development  
**Date:** April 4, 2023  
**Subject:** Satisfaction of Mortgage- Loretta Brown (George Brown-Deceased)  
1324 NW 7 Place Fort Lauderdale, FL 33311

Attached please find copy of:

- 
- Copy of Modification of Mortgage
  - Copy of Participation Agreement
  - Copy of Recorded Mortgage
  - Continuous Residency Affidavit
  - Copy of Driver License
  - Copy of BCPA
  - Copy of Death Certificate- George Brown
  - Copy of CAM# 17-1054-Forever Loan with Action Summary.

*MORT 7/11/2001*  
*MOD - 2/4/2004*

*2017 Expiration*

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

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**

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**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

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**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 13<sup>th</sup> Terrace, Fort Lauderdale, Florida 33311

Exhibit 2 - Letter for 833 NW 2<sup>nd</sup> Street, Fort Lauderdale, Florida 33311

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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

12

TODAY'S DATE: 4/25DOCUMENT TITLE: Satisfaction of Mortgage – Loretta Brown (George Brown-Deceased)1324 NW 7 Place Fort Lauderdale, FL 33311COMM. MTG. DATE: 12/19/17 CAM #: 17-1054 ITEM #: CM-2 CAM attached: ☐ YES ☒ NORouting Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: ☒ YES ☐ NOCIP 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: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 4/25/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PS3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 04/25/234) City Manager's Office: CMO LOG #: APR 35 Document received from: CCO 4/25/23Assigned 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: 5/4/23  
4/28/23

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 / CAOAttach \_\_\_\_\_ certified Reso # 17-282 ☐ YES ☐ NO Original Route form to CAO