Space Reserved for Recording Information

PREPARED BY AND RETURN TO:
Patricia SaintVil-Joseph, Esquire
City of Fort Lauderdale
100 N. Andrews Ave
Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Rehabilitation/Replacement Housing Program Mortgage and Promissory Note given by **Beverly Cooley**, a single woman, (hereinafter "Mortgagor"), dated June 3, 2022, and recorded August 31, 2022, in Official Records Instrument Number 118375714 of the Public Records of Broward County, Florida, given to secure the sum of **Thirty Thousand and Zero Cents ($30,000.00)** on the following described properties, situated, lying and being in Broward County, Florida.

Lot 4, Block 1, of DILLARD PARK ESTATES FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 58, at Page 43, of the Public Records of Broward County, Florida.

Property Address: 1033 NW 24th Avenue
Fort Lauderdale, Florida 33311

Mortgagee has received full payment of the fees due for the City of Fort Lauderdale Rehabilitation/Replacement Housing Program Mortgage. Mortgagor will not participate in the City of Fort Lauderdale Rehabilitation/Replacement Housing Program Mortgage. Mortgagee and 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 17th day of July, 2023.

WITNESSES:

Donna Varisco

Donna Varisco

Witness name – printed or typed

Doris Deneke

Doris Deneke

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 17th day of July, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

R. McClam

Notary Public, State of Florida

REBECCA MCCLAM
Notary Public - State of Florida
Commission # HH 306617
My Comm. Expires Aug 29, 2026
Bonded through National Notary Assn.

Rebecca McClam

Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification __________

Type of Identification Produced __________

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

Patricia SaintVil-Joseph, Assistant City Attorney

Sonia Sierra

From:	Sonia Sierra
Sent:	Friday, June 30, 2023 1:49 PM
To:	Angella Walsh
Cc:	Patricia SaintVil-Joseph; Avis Wilkinson; Kathryn Nembhard
Subject:	RE: Payoff request-Satisfaction of Mortgage

I saw the letter, but did not know the money was not given as it's been 1 year.

I will let Patricia for her review.

Best Regards,
Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov

CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

From: Angella Walsh <AWalsh@fortlauderdale.gov>
Sent: Friday, June 30, 2023 1:46 PM
To: Sonia Sierra <SSierra@fortlauderdale.gov>
Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>; Kathryn Nembhard <KNembhard@fortlauderdale.gov>
Subject: RE: Payoff request-Satisfaction of Mortgage

Hi Sonia

The client has requested not to participate in the Rehab housing program. No construction work was done the check amount was only for the soft cost. Please see letter that was attached with check in the previous email.

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, June 30, 2023 1:40 PM
To: Angella Walsh <AWalsh@fortlauderdale.gov>
Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>; Kathryn Nembhard <KNembhard@fortlauderdale.gov>
Subject: RE: Payoff request-Satisfaction of Mortgage
Importance: High

Hello Angela,
Upon reviewing the document's I note:

- The amount provided was $30,000.00 on the Participation signed **6/10/2022** and Note and Mortgage signed on **6/3/2022.**
- The amount of the cashier's check is $5,127.00

The Term was 10 years at 0% interest for $30,000.00 as of June 2022.

Your memo gives no explanation as to why we accept funds that are not complete as to the participation agreement terms.
Please advise so I may provide the file to the attorney for review.

Best Regards,
Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov

CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

From: Angella Walsh <AWalsh@fortlauderdale.gov>
Sent: Friday, June 30, 2023 1:16 PM
To: Sonia Sierra <SSierra@fortlauderdale.gov>
Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Subject: RE: Payoff request-Satisfaction of Mortgage

Hi Sonia

Sonia Sierra

From: Angella Walsh
Sent: Friday, June 30, 2023 1:16 PM
To: Sonia Sierra
Cc: Avis Wilkinson; Patricia SaintVil-Joseph
Subject: RE: Payoff request-Satisfaction of Mortgage

Hi Sonia

The check is in HCD office and will be send over to Finance. We are waiting on Finance to respond where to send the check.

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, June 30, 2023 12:50 PM
To: Angella Walsh <AWalsh@fortlauderdale.gov>
Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>; Patricia SaintVil-Joseph <PSaintvil-Joseph@fortlauderdale.gov>
Subject: RE: Payoff request-Satisfaction of Mortgage

Hello Angella,
Please confirm and give proof the City has actually received and have the Money order funds in our account.

Best Regards,
Sonia Sierra
Paralegal
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
(954) 828-5598 | ssierra@fortlauderdale.gov

CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

From: Angella Walsh <AWalsh@fortlauderdale.gov>
Sent: Friday, June 30, 2023 10:35 AM
To: Sonia Sierra <SSierra@fortlauderdale.gov>
Cc: Avis Wilkinson <AWilkinson@fortlauderdale.gov>
Subject: Payoff request-Satisfaction of Mortgage

Hi Sonia

Please see attached documents for request to withdraw from the Rehab housing program.

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

June 28, 2023

TO: Whom It May Concern

FROM: Beverly B. Cooley

RE: 1033 NW 24th Avenue Fort Lauderdale, FL 333112, Dillard Park Estates

Please accept this as my request to withdraw from the City of Fort Lauderdale Rehabilitation/Replacement Housing Program Participation Agreement that I signed on June 3, 2022.

I will produce to the city a Cashier's Check in the amount of $5,127.00 which will cover their cost that was paid against this program, and to satisfy the lien that was levied against this property during my participation in this program in the amount of $30,000.

Regards,

Beverly Cooley

Beverly B. Cooley

CASHIER'S CHECK

09015584

63-7832/2670

We Florida FINANCIAL

[illegible]
[illegible]
There Is An Artificial Watermark On the back.

TWO SIGNATURES REQUIRED WHEN OVER $35,000.00
IMPORTANT: In the event this check is lost, stolen or destroyed, it will not be replaced or refunded until 90 days after the date hereof.

06/29/23

1982 N State Road 7
Margate, FL 33063-5710
(954) 745-2400

PAY FIVE THOUSAND ONE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS

$5,127.00

TO THE ORDER OF

CITY OF FORT LAUDERDALE
RE: BEVERLY W BLACK COOLEY

AUTHORIZED SIGNATURE

⑈09015584⑈ ⑆267078325⑆ 703140⑈

HOUSING & COMMUNITY DEVELOPMENT DIVISION

Memo

To: Sonia Sierra, Paralegal

From: Angella Walsh, Housing & Community Development

Date: June 30, 2023

Subject: Satisfaction of Mortgage **- Beverly Cooley- 1033 NW 24 Ave, Fort Lauderdale, FL 33311**

Attached please find a copy of:

- Copy of Participation Agreement
- Copy of the Recorded Mortgage
- Copy of Promissory note
- Copy of written request to withdraw from program.
- Copy of check for payoff $5,127.00

0% @ 10 yrs living

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

6/30 requested proof but this is a Cashier's Check.

Thank you.

/

Attachments

note - 6/3/22
Mort - 6/3/22
Part - 6/10/22

1yr??

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	1033 NW 24 AVENUE, FORT LAUDERDALE FL 33311-5703	**ID #**	4942 32 33 0040
Property Owner	COOLEY, BEVERLY	**Millage**	0312
Mailing Address	1033 NW 24 AVE FORT LAUDERDALE FL 33311-5703	**Use**	01-01
Abbr Legal Description	DILLARD PARK ESTATES 1ST ADD 58-43 B LOT 4 BLK 1		

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*	$18,780	$221,280	$240,060	$43,150	
2022	$18,780	$171,860	$190,640	$41,900	$892.34
2021	$18,780	$111,900	$130,680	$40,680	$860.09

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$240,060	$240,060	$240,060	$240,060
Portability	0	0	0	0
Assessed/SOH 02	$43,150	$43,150	$43,150	$43,150
Homestead 100%	$25,000	$25,000	$25,000	$25,000
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$18,150	$18,150	$18,150	$18,150

Sales History

Date	Type	Price	Book/Page or CIN
9/19/2001	PRD	$100	32169 / 1973
10/1/1964	WD	$11,100	6275 / 359

Land Calculations

Price	Factor	Type
$3.00	6,261	SF
Adj. Bldg. S.F. (Card, Sketch)		1053
Units/Beds/Baths		1/3/1
Eff./Act. Year Built: 1965/1964		

Special Assessments

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

INSTR # 101364861
OR BK 32169 PG 1973
RECORDED 09/28/2001 08:17 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1067

Prepared by and return to:

R. Lindsey, Esq.
Suite 603
2601 East Oakland Park Boulevard
Fort Lauderdale, FL 33306
(954) 568-9018

Florida Bar Number: 264067

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE ESTATE OF

EVVIE KATHRYN CAREY,

Deceased

PROBATE DIVISION

File Number: 01 3108

Division:

PERSONAL REPRESENTATIVE'S RELEASE AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY
(single personal representative)

The undersigned, PATRICK S. SCOTT, whose post office address is 111 Southeast 12 Street, Fort Lauderdale, FL 33316, as personal representative of the estate of EVVIE KATHRYN CAREY, deceased, hereby acknowledges that title to the real property located in Broward County, Florida, owned by the decedent at the time of death, described as follows:

> Lot 4, Block 1, DILLARD PARK ESTATES FIRST ADDITION, according to the plat thereof recorded in Plat Book 58 at Page 43 of the Public Records of Broward County, Florida.

Property Appraiser's Parcel Identification Number 923233004 (the "Property"), vested in BEVERLY COOLEY, whose post office address is 1033 Northwest 24 Avenue, Fort Lauderdale, FL 33311, (the "Beneficiary" or "Beneficiaries"), by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for Broward County, Florida, Probate Division, in File No. 01 3108, subject to the rights of the personal representative under Sections 733.607 and 733.608 of the Florida Probate Code to take possession or control of the Property, or to use, sell encumber or otherwise exercise control over the Property (1) for the payment of devises, debts, family allowance, estate and

State of Florida

County of Broward

The foregoing instrument was acknowledged before me on September 19, 2001, by PATRICK S. SCOTT as personal representative of the estate of EVVIE KATHRYN CAREY, deceased, who is personally known to me ✓ or who produced ______________________ as identification.

Janet D. Levy
Notary Public - sign name
State of Florida

JANET D. LEVY
Notary Public - print name

My commission expires:

My commission number is:

Janet D. Levy
Commission # CC 803831
Expires Feb. 26, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

inheritance taxes, claims, charges, and expenses of administration, (2) to enforce contribution and equalize advancement, or (3) for distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiary or Beneficiaries, the personal representative hereby releases the Property from all rights and powers of the personal representative and acknowledges that the Property is vested in BEVERLY COOLEY free of all rights of the personal representative.

In witness whereof, the undersigned, as personal representative of the estate of the decedent, has executed this instrument (Personal Representative's Release and Certificate of Distribution of Real Property) on September 19, 2001.

Executed in the presence of:

Janice S. Llewellyn
Witness - sign name

JANICE S. LLEWELLYN
Witness - print name

Janet D. Levy
Witness - sign name

JANET D. LEVY
Witness - print name

Patrick S. Scott
PATRICK S. SCOTT,
As personal representative of
the estate of
EVVIE KATHRYN CAREY, deceased

CITY OF FORT LAUDERDALE
REHABILITATION/REPLACEMENT HOUSING PROGRAM
PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 10 day of June, 2022 by and between:

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

and

Beverly Cooley, a single woman, hereinafter referred to as "Property Owner(s)" and/or "Participant(s)"

WHEREAS, the City Commission of City, at its meeting of May 7, 2019, approved CAM 19-0363, which includes substantial amendments to the 2015-2018 Annual Action Plans policies and guidelines and the allocation of Community Development Block Grant (CDBG) funds for the City of Fort Lauderdale Substantial Rehabilitation/Replacement Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the requirements for the City to loan money to Property Owner(s) for the purpose of owner-occupied substantial rehabilitation/replacement construction of a house on Property Owner(s)'s property. The construction loan financing and this Agreement are subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines ("Program").

2. SCOPE. The loan proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation, replacement, construction, and related soft costs for the house on Property Owner(s)'s property ("Project") having the address of:

1033 N.W. 24th Avenue
Fort Lauderdale, Florida 33311

Legally described as:

Lot 4, Block 1, of DILLARD PARK ESTATES FIRST ADDITION according to the plat thereof as recorded in Plat Book 58, Page 43, Public Records of Broward County, Florida. ("Property").

3. FORM OF ASSISTANCE. The amount of the loan shall not exceed **Thirty Thousand Dollars and Zero Cents ($30,000.00).** Upon execution of this Participation Agreement, the Program Maximum amount of the loan shall be earmarked and set aside for the Property Owner(s) to be used solely for the Property Owner(s)' Project. The monies provided

shall be withdrawn and used on behalf of the Property Owner(s) by City solely to pay for the Project costs. Payments shall be made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by and on file with the City's administrator of the Program ("Construction Contract").

Participant(s) shall execute a promissory note in the full amount of the loan as provided in this Paragraph 3 that will be secured by the mortgage as provided in paragraph 6 of this Agreement, recorded in the Public Records of Broward County in the maximum amount of the loan provided in this Paragraph.

This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction if additional funds become available. Upon completion of the Project, or if this Agreement is terminated for any reason prior to completion of the Project and funds remain in Property Owner(s)' Project account that are unencumbered, a modification of the mortgage reducing the amount secured by the Mortgage will be executed by the City and recorded in the Public Records of Broward County.

Upon execution of this Agreement, Participant(s) agrees to execute the note in the full amount of the loan as provided in this Paragraph covering all Project costs to be incurred in order to secure and implement the Construction Contract and the mortgage securing the maximum loan amount, which Mortgage will be recorded in the public records of Broward County and constitute a lien against the Property.

(a) Interest Rate. The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Paragraph 7.

(b) Term of Repayment. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner(s), for a ten (10) year period. The ten (10) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Participant(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the ten (10) year period. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied and the Property Owner(s) shall be issued a Satisfaction of Mortgage. The City will recapture the entire amount of the direct subsidy provided to the Property Owner(s), or net sale proceeds.

4. OCCUPANCY. Property Owner(s) must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner(s).

5. INSPECTION. Property Owner(s) shall permit reasonable inspection of the Property by inspectors of the City or its agents, for determining compliance with all applicable governmental regulations.

6. SECURITY. City shall secure the loan for this Agreement with a Mortgage on the Property.

7. DEFAULT. The Property Owner(s) acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:

(a) Nonperformance by Property Owner(s) of any covenant, agreement, term, or condition of this Agreement, or of any other agreement heretofore, herewith, or hereinafter made by the Property Owner(s) with the City in connection with this Program, after the Property Owner(s) has been given due notice by the City of such non-performance;

(b) Failure of the Property Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property;

(c) The City's discovery of Property Owner(s)' failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner(s) (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Property Owner(s)), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner(s);

(d) Property Owner(s)' non-residential use or disposition of the Property without the prior written consent of the City;

(e) Property Owner(s)' failure to maintain the Property in a standard habitable condition;

(f) Property Owner(s) acquiring additional indebtedness upon the Property without the specific written consent by the City; and/or

(g) The transfer of the Property to another, other than Property Owner(s)' legal heirs.

In the event of default, the entire sum due is payable immediately and interest may be charged at the maximum rate allowed by law. Participant(s) acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Property Owner(s) to the City.

8. CLOSING. The closing on this property loan shall occur within thirty (30) days after the date of execution of this Agreement. The closing shall be conducted at the City of Fort Lauderdale, Housing and Community Development Division, 914 Sistrunk Boulevard, Suite 103, Fort Lauderdale, Florida, 33311 or such other place as may be selected and designated by the City.

9. ADMINISTRATION. As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner(s) in the event that the Property Owner(s) selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of, and payment by the 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 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.

10. ASSUMPTION. This Agreement may be assumed only by the legal heirs of Property Owner(s), under the same terms and conditions of the original agreement. Assumption is only valid after written notice is given to the City and only after execution of such assumption documents as deemed necessary by the City.

11. DISBURSEMENTS. Charges incurred in connection with closing the loan made pursuant to this Agreement shall be paid directly to the charging party and the Property Owner(s) shall receive a written record of these charges on the disclosure statement provided at the closing.

Disbursements for hard costs to the General Contractor shall be made payable to 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 or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

12. CONDITIONS PRECEDENT. The City's administrative obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until, the Property Owner(s) delivering the following documents to the City:

Copies of insurance policies or certificates or insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the Maximum loan amount specified in Paragraph 3 for the Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner(s)' similar obligation to superior mortgages, if any, or else the City may permit the Property Owner(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 the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner(s) in full force and effect during the term of this Agreement.

13. INSURANCE. The City shall obtain a title insurance policy in an American Land Title Association (ALTA) form in the amount of the loan as it appears in Paragraph 3 of this

Agreement and as it appears on the Note and the Mortgage used to secure the loan that secures this Agreement, unless the City determines that a lesser amount is acceptable. Such policy shall insure that the Mortgage will be a valid lien on the premises, free and clear of all code defects and encumbrances not approved by the City and shall contain no survey exceptions unless waived at the discretion of the City.

14. TERMINATION. This Agreement may be terminated by the Property Owner(s) by providing written notice to the City within three (3) business days from the date of closing.

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

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

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO THE PROPERTY OWNER(S):

Beverly Cooley
1033 N.W. 24th Avenue
Fort Lauderdale, Florida 33311

C

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

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

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

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

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

WITNESSES:

Rebecca McClam
Witness Name – Printed or Typed

Donna Varisco
Witness Name - Printed or Typed

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: ______________________
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: 06 10 22

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

By: ______________________
Patricia Saint Vil-Joseph
Assistant City Attorney

Date: 6/8/2022

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of June, 2022, by Christopher J. Lagerbloom, ICMA-CM, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

____
Signature of Notary Public, State of Florida

Daphnee Anne Sainvil
Name of Notary Typed, Printed or Stamp

DAPHNEE ANNE SAINVIL
Notary Public - State of Florida
Commission # GG 350983
My Comm. Expires Sep 17, 2023
Bonded through National Notary Assn.

Personally Known X OR Produced Identification ______________
Type of Identification Produced ______________

CFDA#14.218

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

WITNESSES:

____

Xavier Perkins
Print Name

____

Akilah Grant
Print Name

PROPERTY OWNER(S)/PARTICIPANT(S):

By: ______________________
Beverly Cooley
1033 N.W. 24th Avenue
Fort Lauderdale, Florida 33311

Date: 6.3.2022

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 3rd day of June, 2022, by **Beverly Cooley.**

____
Signature of Notary Public, State of Florida

Akilah Grant
Name of Notary Typed, Printed or Stamped

AKILAH GRANT
MY COMMISSION # HH249329
EXPIRES: June 14, 2026

Personally Known______________ OR Produced Identification ✓
Type of Identification Produced License

CFDA#14.218

This instrument prepared by:
Tania Marie Amar, Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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

DATE: 6/3, 2022 CASE NO: 22-010

NAME: **Beverly Cooley, a single woman,**
PROJECT: **Community Development Block Grant (CDBG)**

FOR VALUE RECEIVED, the undersigned (referred to as "Maker(s)") jointly and severally promise to pay to the order of the CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida (referred to as the "City"), or its successors in interest, the principal amount of **Thirty Thousand Dollars and Zero Cents ($30,000.00).**

1. TERM. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Maker(s), for a ten (10) year period. The ten (10) year period shall commence on the date the City issues a final certificate of occupancy or final inspection, whichever is applicable evidencing the house may be occupied by Maker(s). Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the property during the ten (10) year period. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied, and the Maker(s) shall be issued a Satisfaction of Mortgage.

2. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement.

3. PAYMENT: Payment of the entire principal amount, or such part of the principal amount as has not been forgiven, is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker(s) signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to heirs of the estate of the Maker(s); or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage. In such event, the entire unpaid principal amount and accrued interest, charged at the maximum rate allowed by law, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Rehabilitation/Replacement Housing Program Participation Agreement (referred to as "Agreement") and Mortgage recorded in the public records as security for this note and

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

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

CITY OF FORT LAUDERDALE
FINANCE DEPARTMENT
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

The undersigned Maker(s) reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds. During the deferred payment term of ten (10) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this Note, the undersigned Maker(s) agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

This Note is secured by a City of Fort Lauderdale Rehabilitation/Replacement Housing Program Second Mortgage on real estate, for a substantial rehabilitation/replacement loan, recorded in Official Records Instrument #________________ of the Public Records of Broward County, duly filed for record in Broward County, Florida.

The City agrees to look solely to the real estate located at **1033 N.W. 24th Avenue,** Fort Lauderdale, Florida, 33311 as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

The undersigned Maker(s) hereby waives demand, protest and notice of demand and protest are hereby waived, and the undersigned Maker(s) hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Whenever used herein the terms "City", and "Maker(s)" shall be construed in the singular or plural as the context may require or admit as of its date.

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

WITNESSES:

Xavia Perkins
Print Name

Akilah Grant
Print Name

MAKER(S):

By: Beverly B. Cooley
Beverly Cooley

Date: 6.3.2022

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 3rd day of June, 2022, by Beverly Cooley.

Signature of Notary Public, State of Florida

Akilah Grant
Name of Notary Typed, Printed or Stamped

AKILAH GRANT
MY COMMISSION # HH249329
EXPIRES: June 14, 2026

Personally Known ______ OR Produced Identification ✓
Type of Identification Produced License

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

By: ______
Patricia Saint Vil-Joseph, Assistant City Attorney

PREPARED BY AND RETURN TO:
Patricia SaintVil-Joseph, Assistant City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA IS EXEMPT FROM PAYMENT OF EXCISE TAXES ON DOCUMENTS.

CITY OF FORT LAUDERDALE
REHABILITATION/REPLACEMENT HOUSING PROGRAM MORTGAGE

THIS MORTGAGE entered into on this 3 day of JUNE, 2022 between, **Beverly Cooley,** single woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor," residing at **1033 N.W. 24th Avenue** in the City of Fort Lauderdale, Broward County, Florida, 33311, and the City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of **Community Development Block Grant (CDBG)** funds in the principal amount of **Thirty Thousand Dollars and Zero Cents ($30,000.00)** with soft costs and interest if any, thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note, hereinafter called "Note", 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 4, Block 1, of DILLARD PARK ESTATES FIRST ADDITION according to the plat thereof as recorded in Plat Book 58, Page 43, 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 be used, 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;

CFDA#14.218

12

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. The ten (10) year period shall commence on the date the City issues a final certificate of occupancy or final inspection. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied, and the Mortgagor shall be issued a Satisfaction of Mortgage.

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(s), and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note(s) 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(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Rehabilitation/Replacement Loan evidenced by the Note(s), for the purpose of making the improvements described or referred to in the Participation Agreement (Rehabilitation/Replacement) made and entered into between the Mortgagor and Mortgagee, hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference, to or on the Mortgaged Property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued

at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the Mortgaged Property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note (s), shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

4. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful governmental authorities, and upon their completion, shall comply therewith and with such ordinances, rules and regulations having jurisdiction over the Mortgaged Property.

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and shall not suffer or permit any waste to any part thereof and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be affected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to

comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefore required (if required) by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee at its option may obtain and pay the premium for every kind of insurance required in the Agreement upon the renewal date and in the amount of such premium required by the Agreement.

(b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment 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.

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note(s), without the payment of penalties or premiums. The City will recapture the entire amount of the direct subsidy provided to the homeowner, or net sale proceeds.

9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note(s), interest, if any, and other charges, as provided in the Note(s), the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note, except any payment for which a different rate of interest is specified in the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

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

11. The principal amount owing on the Note(s) together with interest, if any, thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note;

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage;

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note(s) and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor; and/or

(e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "Events of Default."

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

13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the Mortgaged Property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate or the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to forcclose 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 Rehabilitation/Replacement 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.

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

WITNESSES:

Xavier Perkins
Print Name

Akilah Grant
Print Name

MORTGAGOR(S):

By: ____________________
Beverly Cooley

Date: 6.3.2022

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 3rd day of June, 2022, by **Beverly Cooley.**

____
Signature of Notary Public, State of Florida

Akilah Grant
Name of Notary Typed, Printed or Stamped

AKILAH GRANT
MY COMMISSION # HH249329
EXPIRES: June 14, 2026

Personally Known __________ OR Produced Identification ✓
Type of Identification Produced License

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

By: ____________________
Patricia Saint Vil-Joseph, Assistant City Attorney

CFDA#14.218

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.

<u>SECTION 3</u>. 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

CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#17-1463

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

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

DATE: December 19, 2017

TITLE: Resolution Authorizing the City Manager to Sign Federal and State Agreements and Documents Relating to Entitlement Programs

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the City Manager to sign certain agreements and documents in connection with federal and state grant programs including: participation agreements; mortgage and satisfaction of mortgages and subordination agreements related to the HOME Investment Partnerships, Community Development Block Grant, Housing Opportunities for Persons with AIDS (HOPWA), Neighborhood Stabilization Program and State Housing Initiatives Partnership Programs.

Background

To expedite the administration of the federal and state grant funds, the Housing and Community Development Division is requesting that the City Manager be given the authority to sign the aforementioned Federal or State grant program agreements and documents to facilitate the requirements of these programs.

Resource Impact

The federal and state grants will reimburse the City for the funds expended on eligible activities.

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.

Attachment
Exhibit 1- Resolution

Prepared by: Avis A. Wilkinson, Housing Programs Administrator/SHIP Administrator

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

1C

CITY MANAGER'S OFFICE
DOCUMENT ROUTING FORM

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

TODAY'S DATE: 7/11/2023

DOCUMENT TITLE: SATISFACTION – Purchase Assist. 2nd Mortgage- Beverly Cooley – 1033 NW 24th Ave., Fort Lauderdale, Florida 33312 -

COMM. MTG. DATE: 12/19/2017 CAM #: 17-1463 ITEM #: CR-2 CAM attached: ☒ YES ☐ NO

Routing Origin: HCD Router Name/Ext: Angella W x3442 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.

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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: 7/11/23 Attorney's Name: **Patricia SaintVil-Joseph** Initials: PSJ

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3) City Clerk's Office: # of originals: 1 **Routed to:** ______ Ext: ______ **Date:** 07/14/23

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4) City Manager's Office: CMO LOG #: JUL 20 Document received from: CCO 7/14/23

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:**~~ 7/17/23

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

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

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 of each originals to: **Angella Walsh / X-3442 /HCD**

***** **Please provide a scan of the executed originals to ssierra@fortlauderdale.gov**

Attach ______ certified Reso # ______________ ☐ YES ☐ NO **Original Route form to CAO**