

Space Reserved for Recording Information

**PREPARED BY AND RETURN TO:**

Patricia SaintVil-Joseph, Esquire  
City of Fort Lauderdale  
100 N. Andrews Ave  
Fort Lauderdale, FL 33301

**SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Residential Second Mortgage given by **Hazel Randolph a.k.a. Hazel R. Randolph a.k.a. Hazel Rosanna Givens**, a single person (hereinafter "Mortgagor"), dated August 19, 1992 and recorded September 9, 1992 in the Official Records Book 19845, Page 0033, as modified by the Modification of Residential Second Mortgage dated February 2, 1993, and recorded February 17, 1993 at Official Records Book 20373, Page 0258 of the Public Records of Broward County, Florida given to secure the sum of **Nineteen Thousand Five Hundred Seven Dollars and 10/100 (\$19,507.10)** on the following described properties, situated, lying and being in Broward County, Florida:

Lot 16, Block 7, AN AMENDED PLAT OF LAUDERDALE MANORS,  
according to the Plat thereof, as recorded in Plat Book 28 Page 11, of  
the Public Records of Broward County, Florida

Property Address: 1717 NW 13th Court,  
Fort Lauderdale, FL 33311

Mortgagor has satisfied all conditions of the Agreement and Mortgagee does hereby acknowledge satisfaction and discharge of said Second Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, the City Manager is authorized to execute this Satisfaction of Mortgage on behalf of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this 20th day of October, 2023.

WITNESSES:

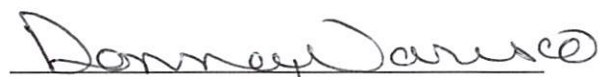


Amber Cabrera

Witness name – printed or typed



Greg Chavarria  
City Manager

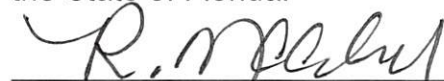


Donna Varisco

Witness name – printed or typed

STATE OF FLORIDA  
COUNTY OF BROWARD

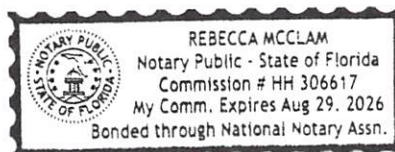
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.



Notary Public, State of Florida

Rebecca McClam

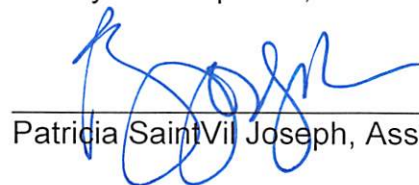
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

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



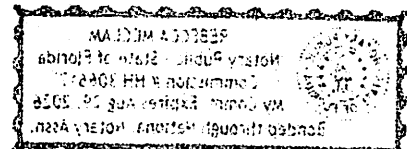
Patricia Saint-Vil Joseph, Assistant City Attorney

THE UNITED STATES OF AMERICA  
DEPARTMENT OF JUSTICE



OFFICE OF THE ATTORNEY GENERAL  
WASHINGTON, D. C.

UNITED STATES DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL



UNITED STATES DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

UNITED STATES DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Sonia Sierra, Paralegal  
**From:** Angella Walsh, Housing & Community Development  
**Date:** September 29, 2023  
**Subject:** Satisfaction of Mortgage – Hazel Randolph-1717 NW 13 Court  
Fort Lauderdale, FL 33311

*Hazel Rosanna Givensaker*

*Hazel R. Randolph aka*

*Single person*

Attached please find copy of:

- 
- ✓ • Copy of Amended Agreement
  - Copy of Loan Agreement
  - Copy of Modification of Mortgage
  - Copy of Recorded 2<sup>nd</sup> Mortgage
  - Copy of Promissory Note
  - Continuous Residency Affidavit
  - Copy of Birth Certificate
  - Copy of Final Judgment (marriage)
  - Copy of Florida Identification Card
  - Copy of BCPA
  - Copy of CAM# 17-1054- Motion Authorizing the Release of Housing Property Liens

*0% \$177,766.30*  
*amended to*

*Modified  
to \$195,710*

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

83064208

CITY OF FORT LAUDERDALE  
PROPERTY REHABILITATION PROGRAM

PLANNING & COM. DEV.

MODIFICATION OF RESIDENTIAL SECOND MORTGAGE 93 MAR 1 AM 11:11

THIS MODIFICATION OF RESIDENTIAL SECOND MORTGAGE, made this 2 day of February, 1993, by and between HAZEL R. RANDOLPH, a single person, hereinafter "Mortgagor", and City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "Mortgagee".

WITNESSETH:

WHEREAS, in a Housing Improvement Loan Agreement, dated Aug. 19, 1992 Mortgagee agreed to lend Mortgagor the principal amount of \$17,776.30, for the purpose of rehabilitating Mortgagor's residence; and

WHEREAS, on Aug. 19, 1992 Mortgagor executed and delivered unto Mortgagee a Residential Second Mortgage, together with a Promissory Note in the original amount of \$17,776.30 of even date and recorded Sept. 9, 1992, in Official Records Book 19845 at Page 0033, of the Public Records of Broward County, Florida, securing payment of the indebtedness evidenced by said Note and encumbering real property located, situate and being in Broward County, Florida, described as:

Lot 16, Block 7, AN AMENDED PLAT OF LAUDERDALE MANORS, according to the Plat thereof, recorded in Plat Book 28, Page 11, of the Public Records of Broward County, Florida.

WHEREAS, by Amendment to a Housing Improvement Loan Agreement, dated Feb. 2, 1993, the parties agreed to modify the aforesaid mortgage and notes to increase the principal loan amount by \$ 1,730.80 in order to make unforeseen repairs necessary to bring the Mortgagor's home into compliance with the South Florida Building Code.

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

1. The aforementioned Residential Second Mortgage and Promissory note are modified to provide that the indebtedness secured thereby is \$19,507.10.

2. When the terms and provisions contained in the aforementioned Residential Second Mortgage in any way conflict with the terms and provisions contained in this Modification of Residential Second Mortgage, the terms and provisions herein contained shall prevail, and as modified herein, the aforementioned Residential Second Mortgage is ratified and confirmed.

3. This Modification of Residential Second Mortgage shall be binding on the heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

Stamps: 6.30 Tax: 0  
Documentary Intangible  
RECEIVED in Broward County as required by  
law.  
by Mary L. M<sup>rs</sup> Lee  
Deputy Clerk

Return to:  
City of Fort Lauderdale  
Economic Development Department  
Community Development Division  
350 S.E. 2nd Street, Suite 400  
Fort Lauderdale, Florida 33301

93 FEB 17 AM 11:11

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MPL

IN WITNESS WHEREOF, this Modification of Residential Second Mortgage has been duly signed and sealed by the Mortgagor.

WITNESSES:

Mortgagor

Diana Kay  
Glenice Simmons

Hazel R. Randolph  
Hazel R. Randolph  
\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this FEB. 2, 1993, by HAZEL RANDOLPH, who has  
produced FLORIDA DRIVER'S identification and who did not take an oath.  
LICENSE

(SEAL)

[Signature]

Notary Public  
Serial No. CC120710  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 24, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_, by \_\_\_\_\_, who has  
produced \_\_\_\_\_ as identification and who did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public  
Serial No.  
My Commission Expires:

Prepared by:  
David Feldheim  
Assistant City Attorney  
City of Fort Lauderdale  
P. O. Drawer 14250  
Fort Lauderdale, Fl. 33302

DF/hmed

BK20373PG0259





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

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	\$19,510	\$185,630	\$205,140	\$46,200	
2022	\$19,510	\$169,960	\$189,470	\$44,860	\$947.18
2021	\$19,510	\$125,220	\$144,730	\$43,560	\$913.50

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

	County	School Board	Municipal	Independent
<b>Just Value</b>	\$205,140	\$205,140	\$205,140	\$205,140
<b>Portability</b>	0	0	0	0
<b>Assessed/SOH</b> 94	\$46,200	\$46,200	\$46,200	\$46,200
<b>Homestead</b> 100%	\$25,000	\$25,000	\$25,000	\$25,000
<b>Add. Homestead</b>	0	0	0	0
<b>Wid/Vet/Dis</b>	0	0	0	0
<b>Senior</b>	0	0	0	0
<b>Exempt Type</b>	0	0	0	0
<b>Taxable</b>	\$21,200	\$21,200	\$21,200	\$21,200

### Sales History

Date	Type	Price	Book/Page or CIN
7/1/1987	QCD	\$100	14827 / 459
7/1/1979	WD	\$30,000	
8/1/1977	WD	\$23,500	
9/1/1965	WD	\$9,300	

## Land Calculations

Price	Factor	Type
\$3.00	6,504	SF
Adj. Bldg. S.F. (Card, Sketch)		968
Units		1
Eff./Act. Year Built: 1956/1955		

## Special Assessments

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

### CONTINUOUS RESIDENCY AFFIDAVIT

COMES NOW, the undersigned, Hazel R. Randolph, who under oath states as follows:

1. I have been and am still the owner and occupant of the following described property ("Property") which has been and remain my principal residence since entering into a Housing Rehabilitation Program with the City of Fort Lauderdale.

**Legal Description:** Lot 16, Block 7, AN AMENDED PLAT OF LAUDERDALE MANORS, according to the Plat thereof, as recorded in Plate Book 28, Page 11 of the Public Records of Broward County, Florida.

**Property Address:** 1717 N.W 13 Court, Fort Lauderdale, FL 33311

2. I have not leased or sold the Property, nor have I transferred ownership of the Property, since entering into the (Housing Rehabilitation Program) with the City of Fort Lauderdale.

3. I understand that failure to live up to any of the requirements of the program as described in but not limited to, the City of Fort Lauderdale Housing Rehabilitation Program. I signed for the Housing Rehabilitation Program with the City of Fort Lauderdale, will be considered an event of default and as such will subject me to all remedies available by law and to the City of Fort Lauderdale.

**ACKNOWLEDGEMENT:** I acknowledge that the information I have deposed to and stated herein is true and accurate and that I am liable to the terms and agreements of the Program I participated in through the City of Fort Lauderdale and to penalties prescribed thereof.

**WARNING:** The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in penalties as provided for by Federal, State and/or Local laws, which may result in imprisonment.

**FURTHER AFFIANT SAYETH NAUGHT.** Done this 14<sup>th</sup> of August, 2023.

Hazel R. Randolph  
Hazel R. Randolph

Address: 1717 N.W 13 Court, Fort Lauderdale FL 33311

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14<sup>th</sup> day of AUGUST, 2023, by Hazel R. Randolph

MIKKI MCKNIGHT  
Signature of Notary Public, State of Florida  
Name of Notary Typed, Printed or Stamped



Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Florida

IDENTIFICATION CARD



4d ICN G152-376-56-646-0

1 GIVENS  
2 HAZEL ROSANNA  
3 1717 NW 13TH COURT  
4 FT LAUDERDALE, FL 33311-6305  
5 DOB 04/26/1956 SEX F  
6 EXP 04/26/2032 HGT 5'-04"



4a ISS 09/27/2023  
500 R0123092/11560

*Hazel Givens*



THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

## BUREAU of VITAL STATISTICS

**CERTIFICATE OF LIVE BIRTH**      **109- 56-021524**  
**FLORIDA**

STATE BOARD OF HEALTH  
BUREAU OF VITAL STATISTICS

REGISTRAR'S NO.

1. PLACE OF BIRTH a. COUNTY <b>Baker</b>		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE <b>Florida</b> b. COUNTY <b>Baker</b>	
b. CITY, TOWN, OR LOCATION <b>Sanderson</b>		CODE NO. <b>12XX</b>	c. CITY, TOWN, OR LOCATION <b>Sanderson</b>
c. NAME OF HOSPITAL <b>RR</b> (If not in hospital, give street address)		d. STREET ADDRESS	
d. IS PLACE OF BIRTH INSIDE CITY LIMITS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		e. IS RESIDENCE INSIDE CITY LIMITS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
f. IS RESIDENCE ON A FARM? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
CHILD	3. NAME (Type or print) First <b>HAZEL</b> Middle <b>ROSANNA</b> Last <b>Givens</b>		6. DATE OF BIRTH Month <b>April</b> Day <b>26</b> Year <b>1956</b>
	5b. IF TWIN OR TRIPLET, WAS CHILD BORN 1st <input type="checkbox"/> 2d <input type="checkbox"/> 3d <input type="checkbox"/>		
FATHER	7. NAME First <b>Leroy</b> Middle <b>Givens</b> Last <b>Givens</b>		8. COLOR OR RACE <b>Negro</b>
	9. AGE (At time of this birth) <b>30</b> YEARS	10. BIRTHPLACE (State or foreign country) <b>Florida</b>	11a. USUAL OCCUPATION <b>Porter</b>
MOTHER	12. MAIDEN NAME First <b>Loise</b> Middle <b>Rollins</b> Last <b>Rollins</b>		13. COLOR OR RACE <b>Negro</b>
	14. AGE (At time of this birth) <b>21</b> YEARS	15. BIRTHPLACE (State or foreign country) <b>Florida</b>	16. PREVIOUS DELIVERIES TO MOTHER (Do NOT include this birth) a. How many OTHER children are now living? <b>4</b> b. How many OTHER children were born alive but are now dead? <b>0</b> c. How many fetal deaths (fetuses born dead at ANY time after conception)? <b>0</b>
17. INFORMANT <b>Loise Givens</b>			
18a. SIGNATURE 		18b. ATTENDANT AT BIRTH M. D. <input type="checkbox"/> D. O. <input type="checkbox"/> MIDWIFE <input checked="" type="checkbox"/> OTHER (Specify)	
18c. ADDRESS <b>Sanderson, Florida</b>		18d. DATE SIGNED <b>April 26, 1956</b>	
19. DATE RECD. BY LOCAL REG. <b>May 4, 1956</b>		20. REGISTRAR'S SIGNATURE 	
		21. DATE ON WHICH GIVEN NAME ADDED <b>EC 9 1968</b> BY BUREAU OF VITAL STATISTICS (Registrar)	

 , STATE REGISTRAR

DATE ISSUED: February 7, 2020  
REQ: 2021278005

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

## WARNING:

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 THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



\* 3 9 9 5 3 4 2 4 \*

DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED



IN THE CIRCUIT COURT OF THE 17TH  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA  
CASE NO.: 87-22145 CH

JUDGE ANDREWS

IN RE THE MARRIAGE OF:  
HAZEL RANDOLPH,  
Petitioner/Wife,  
and  
DONALD RANDOLPH,  
Respondent/Husband.

FINAL JUDGMENT

DONE AND ORDERED in Chambers, at Ft. Lauderdale  
Broward County,  
Florida, on this 21st day of October, 1987.

/s/ ROBERT LANCE ANDREWS

JUDGE

A TRUE COPY

Copies to:

Neil J. Tannenbaum, Esquire  
Hazel Randolph  
Donald Randolph

1992 SECURITY ON FORT LAUDERDALE  
PROPERTY REHABILITATION PROGRAM

Stamps \$ 62.30 Tax \$         
Documentary Intangible  
RECEIVED in Broward County as required by  
law. Deanna M. Elia

92383878

RESIDENTIAL SECOND MORTGAGE

\* THIS MORTGAGE entered into on this 19 day of August, 1992,  
between HAZEL R. RANDOLPH, a single person  
      , hereinafter called, and if more than one  
party, individually, jointly and severally hereinafter called "Mortgagor,"  
residing at 1717 N. W. 13th Court in the City of Fort Lauderdale,  
Broward County, Florida, and, the City of Fort Lauderdale, Florida,  
hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the  
principal amount of SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY SIX AND 30/100  
       Dollars (\$ 17,776.30 ),  
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 the Broward  
County, Florida, more particularly described as follows:

Lot 16, Block 7, AN AMENDED PLAT OF LAUDERDALE  
MANORS, according to the Plat thereof, recorded  
in Plat Book 28, Page 11, 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.

RETURN TO →

City of Fort Lauderdale  
Economic Development Department  
Community Development Division  
350 S.E. 2nd Street, Suite 400  
Fort Lauderdale, Florida 33301

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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 Home Improvement Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Housing Improvement Program Grant Agreement and Housing Improvement Program Loan Agreement made and entered into between the Mortgagor and Mortgagee on even date herewith, 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 depredation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor; and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.

4. The Improvements and all plans and specifications 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 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

BR 19845PG0034

the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.

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

8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note, without the payment of penalties or premiums.

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

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part

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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.

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

- (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
- (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of any kind, sort or description 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

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subrogated to whatever rights the holder of the prior lien might have under such instrument.

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

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

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, shall furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, a statement of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

16. The Mortgagor shall give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, occurs.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.

19. The Mortgagor shall not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

20. The Mortgagor is lawfully seized, in fee simple title, of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and shall warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

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The parties hereto acknowledge the existence of a first mortgage dated September 25, 1987, and recorded in the Public Records of Broward County, Florida, at O.R. 14827, Page 460, in the original principal sum of THIRTY NINE THOUSAND TWO HUNDRED Dollars (\$ 39,200.00), the same being between Broward Postal Credit Union. and \_\_\_\_\_.

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, within twenty (20) years from the date of this 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 any amount equal to twice the principal amount stated in the Note secured hereby, together with interest thereon 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:

Dianne Keys

BORROWER(S):

Hazel Randolph  
Hazel R. Randolph

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY, That on this 19 day of August, A.D. 1992, before me, the undersigned authority, personally appeared Hazel R. Randolph

\_\_\_\_\_, known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

CC120710  
My commission expires NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 24, 1995  
BONDED THRU GENERAL INS. UND.

[Signature]  
Notary Public

AMENDMENT TO AGREEMENT

THIS IS AN AMENDMENT TO AN AGREEMENT, entered into on August 25, 1997, between:

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

and

Hazel R. Randolph, a single person, hereinafter referred to as "Property Owner".

City and Hazel R. Randolph entered into a Housing Improvement Program Loan Agreement, dated August 19, 1992, pertaining to property located at 1717 N.W. 13th Court, Fort Lauderdale, FL 33311, and legally described as:

Lot 16, Block 7 AN AMENDED PLAT OF LAUDERDALE MANORS, according to the Plat thereof, as recorded in Plat Book 28, Page 11 of the Public Records of Broward County, Florida.

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. Paragraph 1. REHABILITATION LOAN FINANCING, section b, Loan Amount, is amended to provide that the new loan balance amount is \$18,532.49.

2. Paragraph 1, section c, Interest Rate, is amended to provide that the interest rate is reduced from three percent (3%) to zero percent (0%).

3. Paragraph 1, section d, Terms of Repayment, is deleted in its entirety and the following language is substituted therefor:

d. Terms of Repayment. No principal payments are due during the life of this Agreement except in the event of a default. The full principal amount is due and payable immediately upon sale, transfer or lease of the property.

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

WITNESSES:

Linda Feld

Rosemary O'Leary

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By [Signature]  
Mayor

By [Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk

Approved as to form:

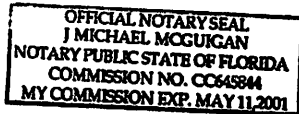
[Signature]  
City Attorney

Hazel Randolph  
Property Owner

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this 18th Day of August, 1997, by Hazel Randolph. She is  
personally known to me or has produced FOL  
as identification and did not take an oath.

(SEAL)



J. Michael McGuigan  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

J. Michael McGuigan  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 5-11-01

CC 645844  
Commission Number



CITY OF FORT LAUDERDALE

HOUSING IMPROVEMENT PROGRAM LOAN AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 19TH day of August, 1992, by and between:

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

and

HAZEL R. RANDOLPH, a single person ✓

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. REHABILITATION LOAN FINANCING.

The City's rehabilitation loan financing and this agreement are subject to compliance with the existing City of Fort Lauderdale Housing Rehabilitation Program 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 rehabilitation construction improvements 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), and located at 1717 N. W. 13th Court, Fort Lauderdale, Florida, and legally described as follows:

Lot 16, Block 7, AN AMENDED PLAT OF LAUDERDALE MANORS, according to the Plat thereof, recorded in Plat Book 28, Page 11, of the Public Records of Broward County, Florida. ✓

- ✓ (b) Loan Amount. The principal amount of the loan shall not exceed \$ 17,776.30; provided, however, that this Agreement and the Mortgage and Note may be modified by the parties during construction to increase the principal loan 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 loan amount shall not exceed the Program maximum.

- (c) Interest Rate. The interest rate on the principal amount on the loan shall be three percent (3.0 %) per annum, except in the event of default. *See Amendment*

- (d) Term of Repayment. Payment on the principal amount of the loan, accruing three percent (3.0 %) interest per annum, shall be

- a. deferred indefinitely until the sale or reuse for non-residential purposes of the real property described above, except in the event of default or contract cancellation. 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;

or

- b. payable on monthly installments in the amount of \$ 98.59 for a period of twenty years beginning on the first calendar day of the month following construction completion, or in full upon the sale/transfer of the property [excepting transfer to heirs of the estate of property owner(s)].

In the case of contract cancellation or any other event of default, 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, as established by the City.

- (e) Security. The loan shall be secured by a Mortgage on the Property Owner's interest in the real property described above and upon all residential dwellings and improvements located on said real 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 the principal office of the City Attorney, City of Fort Lauderdale, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, or such other place as may be selected and designated by the City.
- (g) Anti-Collusion. The Property Owner(s) acknowledges and understands that in obtaining bids for the rehabilitation construction work to be awarded in connection with the loan and in accord 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 collusive 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 Property Owner(s) selects a contractor whose costs otherwise exceed the policies and guidelines on determining maximum reasonable costs for the Rehabilitation Program. 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.
- (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 rehabilitation 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 at least a three (3) year term 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) A copy of the certified and completed Termite Inspection Report, and, if required, a copy of the signed contract to perform any termite treatment work arising in connection with said certified 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 accord with their respective terms.
- (5) The Mortgage and Note shall have been duly recorded in the public records of Broward County, Florida, necessary to publish notice or protect its validity and effectiveness; and that all taxes, fees and other charges in connection therewith shall have been paid, or appropriate provisions shall have been made with respect to such payment.
- (6) 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 accord 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 to the estate of the Property Owner(s) under the same 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.

(1) Future Subordination. This Agreement and the Mortgage securing the loan made to the Property Owner(s) by the City may be subordinated (at the sole discretion of and upon obtaining the prior written approval of the City) in favor of a future loan being made by an institutional lender or commercial bank to the Property Owner(s); provided, that no such consideration to subordinate a future loan shall be generally given by the City until the elapse of at least one year from the date that all disbursements for rehabilitation construction work are made and a Certificate of Completion for the Project is provided by the City to the Property Owner(s).

On or after the elapse of the one-year period described above and in the event that the Property Owner(s) desires to further collateralize the property to secure additional financing from an institutional lender or commercial bank, the Property Owner(s) shall provide the City its written request and supporting documents identifying the name of the lending institution and the amount of the loan it has made a commitment to provide as well as an explanation describing the purpose of the future loan. The City, in making its determination shall consider whether the intended use of the future loan proceeds by the Property Owner(s) are for such reasonable purposes such as to make necessary additional home improvements or to finance the cost of other essential services necessary for the continued health and well being of the Property Owner(s). Upon making its determination, the consent of the City to approve the subordination of the Mortgage entered into in connection with this Agreement, to the mortgage of the institutional lender or commercial bank committed to making a future loan, shall not be unreasonably withheld by the City; provided that the total secured indebtedness on the mortgaged property shall generally not exceed 80 percent of the value after future rehabilitation or 80 percent of the as is value, whichever the case may be, of the improved property.

(m) Events of Default. The Property Owner(s) 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) Failure to pay the installment payments or remaining balance on principal and interest, if any, or other charges payable on the Note, which have become due under the terms of this Agreement, the Mortgage and the Note.

(2) Nonperformance by the Property Owner(s) of any other 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.

(3) Failure of the Property Owner(s) 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 the City's mortgage.

(4) 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.

- (5) The sale, transfer other than as a result of the transfer to heirs of the estate of the deceased property owner(s), non-residential reuse, or disposition of any kind of the mortgaged property, or part thereof, without the prior written consent of the City.

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 mortgaged 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, to the fullest extent permitted by law, 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, law suits, 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 WHEREOF, this Housing Improvement Loan Agreement has been  
duly signed and acknowledged by the Property Owner(s).

WITNESSES:

Patsy H. Adams  
Dorothy O'Leary

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: [Signature]  
Mayor  
By: George H. Hanley, Jr.  
City Manager

ATTEST:

City Clerk

Approved as to form:

[Signature]  
City Attorney

WITNESSES:

Dawn Karp  
Shirley McDonald

PROPERTY OWNER(S)

By: Hazel Randolph  
Hazel R. Randolph  
By: \_\_\_\_\_

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this AUG. 19TH 1992 by Hazel R. Randolph, who has  
produced FLA. DRIVER'S LICENSE as identification and who did not take an oath.

(SEAL)

[Signature]  
Notary Public  
Serial No. CC120710  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 24, 1995  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_, by \_\_\_\_\_, who has  
produced \_\_\_\_\_ as identification and who did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public  
Serial No.  
My Commission Expires:

DF/hmcd

Prepared by:  
David Feldheim  
Assistant City Attorney  
City of Fort Lauderdale  
P. O. Drawer 14250  
Fort Lauderdale, Fl. 33302

CITY OF FORT LAUDERDALE

HOUSING IMPROVEMENT PROGRAM PROMISSORY NOTE

AMOUNT: \$17,776.30

CASE NO.: 91-024

PROJECT NO.: B-90 -MC-12-0005

PLACE: Fort Lauderdale, Broward  
County, Florida

ACCOUNT NO.: 659185

DATE: August 19, 1992

FOR VALUE RECEIVED, the undersigned person(s) (referred to as "Maker") jointly and severally promise(s) to pay to the order of the CITY OF FORT LAUDERDALE, FLORIDA (referred to as the "City"), or its successors in interest, the principal amount of SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 30/100 Dollars (\$ 17,776.30), and to pay interest on the unpaid principal amount of this Promissory Note (referred to as the "Note") from the date entered into, at the rate of three percent (3.0%) per annum amortized over a period of twenty (20) years, except in the event of default. During the term of repayment, payments shall be made in two hundred and forty (240) equal monthly installments. Maker shall commence such payments on the first day of the second month following the date of the Certificate of Completion or the date of completion of termite treatment (if any), which ever occurs later, and continue payment on the like day each month for the term of the loan. Issuance of said Certificate of Completion or performance of termite treatment shall be in accord with the Housing Improvement Program Loan Agreement (referred to as Agreement) executed simultaneously with this Note. Maker shall, however, not commence such payments later than December 1, 1992. This Note shall be due and payable in full upon the non-residential reuse of the property; the sale or transfer of the property, identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the owner(s) having fee simple title to the above referenced property) to any other person(s) whether transfer be voluntary, involuntary or by operation of law except when transferred to heirs of the estate of the Maker. Any payment of this Note prior to any event of default during the term of repayment shall be applied solely to the principal and interest due on this Note. All payment of principal and interest on the remaining principal amount of this Note is to be made in lawful money of the United States paid at: CITY OF FORT LAUDERDALE, FINANCE DEPARTMENT, P.O. BOX 14250, FORT LAUDERDALE, FLORIDA.

The undersigned Maker reserve(s) 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. All payments shall be applied first to interest due on the Note and then to the principal.

If default be made in the payment obligation during the term of repayment on the principal amount in this Note or in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage, then the entire unpaid principal amount and accrued interest, if any, of this Note shall, at the option of the City become at once due and collectable without notice, time being of the essence, in accord with the Mortgage and Agreement executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty (30) calendar days at 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. A late charge of 5% of the past due amount shall be paid by the Maker on payments not received by the 15th calendar day of the month.

In the event the undersigned Maker defaults during the term of the repayment by either transferring fee simple ownership to the property or becoming a non-resident of the secured property, the principal amount of this Note in addition to interest accruing thirty (30) calendar days from the date of default, as determined by the City, shall become due and payable. The City, at its sole discretion, may prepare an alternate promissory note requiring monthly payments of principal and interest for a term as provided in the alternate promissory note as established by the City. All payments on the alternate promissory note shall be applied first to the interest due on the note, and then to the principal amount due on the note, and the remaining balance shall be applied to any other charges and fees, if any.

The undersigned Maker reserve(s) the right to reject the alternate promissory note by paying the unpaid principal amount of this Note within (30) calendar days of the date of default on the term of repayment. Failure of the undersigned Maker to pay the principal amount of this Note or execute an alternate promissory note within the thirty (30) calendar days of default during the term of repayment shall constitute final default on the part of the undersigned Maker. Such default shall be subject to suit by the City to recover on this Note as provided herein.

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

This Note is secured by a Mortgage on real estate, of even date herewith, for a residential rehabilitation loan, duly filed for record in Broward County, Florida.

The City of Fort Lauderdale agrees to look solely to the real estate located at 1717 N. W. 13th Court, Fort Lauderdale, Florida, as security for this Note in part or in full, at any time to satisfy the debt established by this Promissory Note.

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

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

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

CITY'S ADDRESS

City of Fort Lauderdale  
Economic Development Department  
Community Development Division  
101 North Andrews Avenue  
P. O. Box 14250  
Fort Lauderdale, Florida, 33302

Hazel R. Randolph (SEAL)  
Hazel R. Randolph

\_\_\_\_\_  
(SEAL)

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

BK/9845P6U040

Westminster Academy

PRESENTED

## CONSENT AGENDA PUBLIC COMMENT

## CONSENT AGENDA

## CONSENT MOTION

### Approval of the Consent Agenda

Approve the Consent Agenda

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

#### CM-1 [17-1192](#)

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

APPROVED

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

#### CM-2 [17-1054](#)

Motion Authorizing the Release of Housing Property Liens

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

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

Motion 2: APPROVED as is

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

#### CM-3 [17-1263](#)

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

APPROVED

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

#### CM-4 [17-0871](#)

Motion to Approve Amendment to Interlocal Agreement with the





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

**#17-1054**

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

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

**DATE:** October 17, 2017

**TITLE:** Motion Authorizing the Release of Housing Property Liens

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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



## DOCUMENT ROUTING FORM

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

1L

TODAY'S DATE: 10/12/23DOCUMENT TITLE: Satisfaction of Mortgage – Hazel Randolph – 1717 NW 13<sup>TH</sup> Court,  
Fort Lauderdale, FL 33311COMM. MTG. DATE: 10/17/17 CAM #: 17-1054 ITEM #: CR-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: 10/12/23 Attorney's Name: Patricia SaintVil Joseph Initials: PSJ3) City Clerk's Office: # of originals: 1 Routed to: CMO Ext: \_\_\_\_\_ Date: 10/16/234) City Manager's Office: CMO LOG #: OCT 46 Document received from: 10/19/23Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_~~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: Angela Walsh/x4523/ HCD\*\* Please email a copy of the executed document to ssierra@fortlauderdale.govAttach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to CAO