



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2 Agr  
1 mtg (4)  
1 Note  
8/24/16

Today's Date: 8/22/2016

DOCUMENT TITLE: Purchase Assistance – Dieula Anneskar & Muller St. Fort

COMM. MTG. DATE: 4/5/16 CAM #: 16-0253 ITEM #: CL-2 CAM attached: ☐ YES ☒ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 4 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/22/16

LS  
Initials

3) City Clerk's Office: # of originals: 4 Docs Routed to: Gina Ri/CMO/X5013 Date: 8/22/16  
for CM Signature

4) City Manager's Office: CMO LOG #: Aug 51 Date received from CCO: 8/22/16

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☒  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM  
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

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

Forward \_\_\_ originals to ☐ Mayor ☒ CCO Date: 8/22/16

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

**INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains 1 original and forwards 3 original(s) to: Claudia Goncalves / HCD / 6024 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_ ☐ YES ☐ NO Original Route form to CAO

## HOUSING & COMMUNITY DEVELOPMENT DIVISION

# Memo

**To:** Wendy Gonyea, Assistant City Clerk IV  
**From:** Claudia Goncalves  
**Date:** August 10, 2016  
**Subject:** Purchase Assistance – Dieula Annescar & Muller St. Fort –  
2867 SW 10 Street

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CITY CLERK  
2016 AUG 10 AM 11:41

Attached please find the following:

1. Participation Agreement X 2
2. Mortgage X 1
3. Note X 1
4. BCPA
5. Sales Contract
6. Appraisal
7. Title Insurance
8. HUD-1

Please route to the appropriate departments.

Thank you.

Attachments

**CITY OF FORT LAUDERDALE  
PURCHASE ASSISTANCE PROGRAM**

**PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this 5<sup>th</sup> day of August, 2016  
by and between:

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

and

**Muller St.Fort and Dieula Annescar**, husband and wife, hereinafter referred to  
as "Property Owner/s"

WHEREAS, the City Commission of City, at its meeting of April 5, 2016, approved CR-2, the 2016-2019 State Housing Initiatives Partnership Program which includes the policies and guidelines for the City of Fort Lauderdale Substantial Rehabilitation / Replacement Program; and

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. Application. The Homebuyer acknowledges and understands that the City, in providing this assistance, has materially relied upon the information, data and certifications provided by the Homebuyer in submitting the Purchase Assistance Application.
2. Compliance with Local Guidelines. The Homebuyer acknowledges and understands that the Property assisted under the City of Fort Lauderdale's Purchase Assistance Program will be used solely in accordance with the City's policies and guidelines for the Purchase Assistance Program ("Program").
3. Financing. The Homebuyer must obtain financing from a lender who will hold the first mortgage ("Lender") for acquisition of the real property having the address of **2867 SW 10 Street, Fort Lauderdale, Florida 33312** and legally described as: SEE LEGAL DESCRIPTION INCLUDED HEREIN AND MADE A PART HEREOF; said lands situate, lying and being in Broward County, Florida. ("Property")

Failure by Homebuyer to obtain financing from a mortgage lender shall make this agreement null and void and thereby unenforceable by either party.

4. Form of Assistance. The assistance provided under the terms and conditions of this Agreement is **\$39,500.00** of State Housing Initiatives Partnership (**SHIP**) Program funds and the City shall have a lien on the Property, secured by a second mortgage upon the Homebuyer's interest in said Property.

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

(b) Term of Repayment. Payments on the principal amount of the loan shall be deferred so long as the Property is occupied as the principal residence of the Homebuyer, for fifteen (15) year period. If no sale, lease, transfer, or other event of default occurs during the fifteen (15) year period, the terms of this encumbrance shall be satisfied and the Homebuyer shall be issued a Satisfaction of Mortgage. The amount to be recaptured is the net proceeds from the sale of the property.

5. Closing. The closing for the purchase assistance shall be conducted simultaneously with the closing on private financing being secured by the Homebuyer for the purpose of acquiring the housing unit. The closing shall be conducted at the office of the Lender's closing agent, or such other place as may be selected and designated by the City and the Lender. All costs and expenses of the closing that exceed the assistance provided by the City, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Homebuyer. The terms of this Agreement are contingent upon the Homebuyer obtaining such closing within one year from the date of this Agreement or such additional time as the City may allow. The effective date of this Agreement is the date the last party hereto executes this Agreement.

6. Persons Bound. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, assigns and successors in title.

7. Other Encumbrances. After the closing provided for herein, neither homeowner nor any heir or successor in interest to the Property shall engage in any financing or other transaction creating any mortgage or other encumbrance upon the Property or improvements thereon, other than to secure a refinancing of the first mortgage. City agrees to subordinate its second mortgage to a refinanced first mortgagee provided that the terms of such new first mortgage come within the City's guidelines for subordination, as determined in advance by the City Manager, who may execute such subordination agreement.

8. Occupancy Provision. The Homebuyer agrees to occupy the Property as a principal residence, and agrees to maintain such residence and grounds in good condition and in compliance with all applicable governmental regulations. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.

9. Inspection. The Homebuyer shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the City or its agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions, and requirements as City may reasonably impose.

10. Insurance. The Homebuyer shall obtain and maintain in full force and effect all insurance coverage's required by the Lender, and shall maintain such insurance so long as property is homebuyer's principal residence.

11. Default. The Homebuyer acknowledges and understands that the provisions as specified below constitute events of default under this Agreement, and the covenants of this paragraph shall survive the closing and not merge in the delivery of the deed:

(a) Nonperformance by the Homebuyer of any other covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith or hereafter made by the Homebuyer with the City in connection with the Program, after the Homebuyer has been given due notice by the City of such nonperformance.

(b) Failure of the Homebuyer to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property or improvements thereon, or any part thereof.

(c) The City's discovery of the Homebuyer's failure in the Application to the City from the Homebuyer to disclose any fact deemed by the City to be a material fact on the basis of which the City entered into this Agreement, or in any of the agreements entered into by the City with the Homebuyer, including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Homebuyer, or the City's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homebuyer.

(d) Any default as determined by the Lender.

In the event of default, interest may be charged at the maximum rate allowed by law.

12. In addition to any remedy under this Agreement, the City shall have such other remedies as are available at law or in equity. The exercise or attempted exercise by the City of any right or remedy available under this Agreement shall not preclude the City from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies. Homebuyer shall pay any reasonable expenses, including attorneys' fees and costs incurred by the City in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of notice as required hereunder. The failure or omission of the City to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of its rights or remedies upon any subsequent default. Before the City shall pursue any of its rights or remedies under this Agreement, the City shall first give Homebuyer written notice of the default complained of, which shall be given in such manner as provided for herein.

13. Notice. Notice shall be mailed to:

City of Fort Lauderdale:      City Manager  
                                         City of Fort Lauderdale  
                                         100 North Andrews Avenue  
                                         Fort Lauderdale, FL 33301

AS TO THE HOMEBUYER:

Homebuyer(s):                      Dieula Annescar and Muller St. Fort  
                                         2867 SW 10 Street  
                                         Fort Lauderdale, FL 33312

14. Integration. This Agreement represents the entire and integrated Agreement between the City and Participant. No prior or contemporaneous oral promises or representation shall be binding upon either party.

15. Severability. If any provision of this Agreement shall at any time be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

LEGAL DESCRIPTION: Lot 12, Block 4, of MELROSE PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 40, Page 10, of the Public Records of Broward County, Florida.

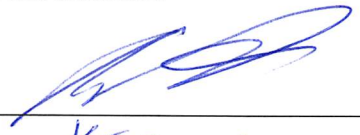
Also Known As:

Street Address: 2867 SW 10 Street, Fort Lauderdale, FL 33312


Broward County Property ID 5042 08 16 0790

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

WITNESSES:


  
\_\_\_\_\_  
Kerry ARTHURS


Witness Name - Printed or Typed

  
\_\_\_\_\_  
AVIS A. Wilkinson

Witness Name - Printed or Typed

THE CITY OF FORT LAUDERDALE

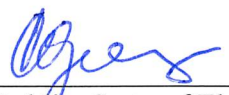
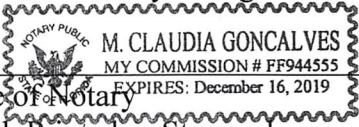
By:   
\_\_\_\_\_  
JONATHAN BROWN, HCD Manager

By:   
\_\_\_\_\_  
LEE R. FELDMAN, City Manager  
FOR

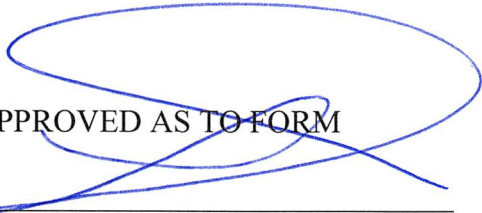
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016, by **Jonathan Brown**, HCD Manager, of the City of Fort Lauderdale, who is personally known to me and did not take an oath.

(SEAL)

  
\_\_\_\_\_  
Notary Public, State of Florida  
Signature - Notary taking Acknowledgment  
  
\_\_\_\_\_  
Name of Notary  
Typed, Printed or Stamped

APPROVED AS TO FORM

  
\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney



WITNESSES:

[Signature]  
Signature  
KERRY ARTHURS  
[Witness-Print or Type Name]

[Signature]  
Signature  
RACHEL WILLIAMS  
[Witness-Print or Type Name]

HOMEBUYER:

By Dieula Annercar  
Dieula Annercar

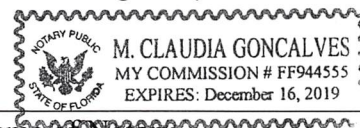
By Muller St. Fort  
Muller St. Fort

STATE OF: FLORIDA  
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016, by **Dieula Annercar and Muller St. Fort**, who has produced Photo ID / Florida Drivers' License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)

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

  
Name of Notary  
Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



PREPARED BY  
City of Fort Lauderdale  
Housing Community Development Division  
700 NW 19th Avenue  
Fort Lauderdale, Florida 33311

RETURN TO:  
City of Fort Lauderdale  
Community Development  
700 NW 19<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

Space reserved for recording information

### **PURCHASE ASSISTANCE PROGRAM SECOND MORTGAGE**

THIS MORTGAGE entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between, **Muller St.Fort and Dieula Annesear, husband and wife** hereinafter called, "Mortgagor", and the **City of Fort Lauderdale**, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness of State Housing Initiatives Partnership (SHIP) Program funds in the principal amount of **Thirty Nine Thousand Five Hundred Dollars and 00/100 (\$ 39,500.00)**, with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, 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 more particularly described as follows:

**LEGAL DESCRIPTION:**

Lot 12, Block 4, of MELROSE PARK ESTATES, according to the Plat thereof, as recorded in Plat Book 40, Page 10, of the Public Records of Broward County, Florida.

**Also Known As:**

Street Address: 2867 SW 10 Street, Fort Lauderdale, FL 33312  
Broward County Property ID: 5042 08 16 0790

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now on hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be used for, 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 therefore, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

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

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

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

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter 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 purchase assistance loan, evidenced by the Note, for the purpose of acquiring real property as described or referred to in the Purchase Assistance Program Participation Agreement 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.
4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, nor shall the Mortgagor use, or permit or

suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

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

6. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the Mortgaged Property 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 there under for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the Mortgaged Property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interest of the holder of any

such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

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

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

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

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

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

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter

made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

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

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

(e) The sale, lease, transfer, or disposition of the Mortgaged Property, or any part thereof, as provided in the Note. 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".

11. 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.

12. (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 there from 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.

13. 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.

14. 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.

15. 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.

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

17. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.

18. 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.

19. 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.

20. 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

21. This Mortgage and all the covenant, 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.

WITNESS:

MORTGAGOR(s):

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Dieula Annescar

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Muller St. Fort

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Dieula Annescar and Muller St. Fort**, has/have produced Photo ID / Florida Drivers License (I.D. number on file in Community Development Division Office) as identification and did not take an oath.

(SEAL)

\_\_\_\_\_  
Signature – Notary Public  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed  
or Stamped

\_\_\_\_\_  
Commission Expires

\_\_\_\_\_  
Commission Number

APPROVED AS TO FORM

  
\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney



**PURCHASE ASSISTANCE PROGRAM PROMISSORY NOTE  
(DEFERRED PAYMENT)**

**AMOUNT:**                    **\$39,500.00**                    **DATE:** \_\_\_\_\_

**PROPERTY ADDRESS: 2867 SW 10 Street, Fort Lauderdale, Florida 33312**

FOR VALUE RECEIVED, the undersigned, **Dieula Annesear, a married woman** (referred to as "Maker"), promises to pay to the order of the **CITY OF FORT LAUDERDALE** (referred to as the "CITY"), or its successors in interest, the principal amount of **Thirty Nine Thousand Five Hundred Dollars and 00/100 Cents (\$39,500.00)** of State Housing Initiatives Partnership (SHIP) funds. Payment on the principal amount of this Note is deferred and without interest thereon. The term of this loan is fifteen (15) years. If no sale, lease, transfer, or other event of default occurs during this loan term, the terms of this encumbrance shall be satisfied and the Homebuyer shall be issued a Satisfaction of Mortgage.

Payment of the entire principal amount is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the fee simple titleholder to the above referenced property), other than as a result of the transfer to income eligible heirs of the estate of the Maker; or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage; then the entire unpaid principal amount of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Purchase Assistance Program Participation Agreement (referred to as "Agreement") and Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount shall bear interest 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, FLORIDA 33301.**

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term, this Note will not accrue interest. Any payment of

this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

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

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

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

MAKER:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Dieula Annescar

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

STATE OF: FLORIDA  
COUNTY OF: BROWARD

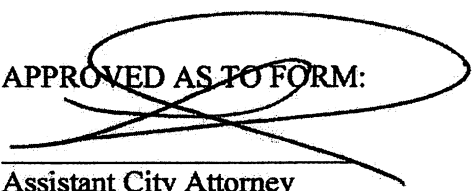
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by **Dieula Annescar**, who has produced Photo ID / Florida Driver's License (I.D. number on file in Community Development Division Office) as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
(Signature of Notary taking  
Acknowledgment)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney