

Space Reserved for Recording Information

PREPARED BY AND RETURN TO:

Lynn Solomon, Esq.
CITY OF FORT LAUDERDALE
100 N. Andrews Ave
Fort Lauderdale, FL 33301

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter "Mortgagee"), the holder of a City of Fort Lauderdale Purchase Assistance Program Mortgage and Promissory Note given by Brenton G. Gordon, a single man, (hereinafter "Mortgagor"), dated February 20, 2002, and recorded March 12, 2002, at Official Records Book 32870 Page 1900 of the Public Records of Broward County, Florida, given to secure the sum of **Ten Thousand and No/100 (\$10,000.00)** on the following described properties, situated, lying and being in Broward County, Florida.

Lot 5, Block C, Lauderdale Villas, according to the map or plat thereof as recorded in Plat Book 29, Page 37, Public Records of Broward County, Florida.

Property Address: 1225 NW 18th Court
Fort Lauderdale, Florida, 33311

Mortgagee has received full performance of all obligations under said Mortgage and does hereby acknowledge satisfaction and discharge of said Mortgage and hereby directs cancellation of same of record.

Pursuant to Resolution No. 17-282 adopted by the City Commission of the City of Fort Lauderdale, Lee R. Feldman, 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 12th day of April, 2018.

WITNESSES:

Satisfaction of Mortgage
City of Fort Lauderdale – Brenton Gordon

WITNESSES:

[Signature]

Aixa D. Penedo

Witness name – printed or typed

[Signature]

Hafema Skouridakis

Witness name – printed or typed

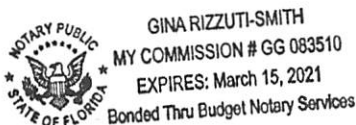
[Signature]

Lee R. Feldman, City Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

April The foregoing instrument was acknowledged before me this 17 day of _____, 2018, by Lee R. Feldman, City Manager of the City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me and did not take an oath.

(SEAL)



[Signature]

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

Gina Rizzuti-Smith

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

GG 083510

Commission Number

Approved as to form:

[Signature]
Alain E. Boileau, Interim City Attorney

[Signature]
Lynn Solomon, Assistant City Attorney



City of Fort Lauderdale, Florida

"Venice of America"

100 North Andrews Ave.

Fort Lauderdale, Florida 33301-1098

MISCELLANEOUS RECEIPT

Date: **1/24/2018**

Received From: Law Office of Donna Hearne-Gousse, P.A.

9200 Belvedere Rd, Ste 113

West Palm Beach, FL 33411

Check One: ☐ Cash

☒ Check / MO

28323

Description: (limit: 45 characters Payor & Description)	Index/GL Code	SubObject/ Subsidiary	Cash Code	Amount
Payor Name: <u>Law Office of Donna Hearne-Gousse</u>				
For: <u>2nd Mtg Payoff - 1225 NW 18 Ct, PA02-006</u>	<u>SH18PI</u>	<u>N770</u>	<u>2200</u>	<u>\$10,000.00</u>
Payor Name:				
For:				
Payor Name:				
For:				
Payor Name:				
For:				
Payor Name:				
For:				
Sub Total				<u>\$10,000.00</u>
6% Florida State Sales Tax	<u>FD001</u>	<u>219-450009</u>	<u>3100</u>	
Total Receipt				<u>\$10,000.00</u>

2nd Mortgage Payoff

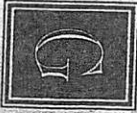
Received By: Donna Corcoran

Form H-1000

Rev 8/02

Department/Division CMO / HCD

Phone Extension 4357



**LAW OFFICE OF DONNA
HEARNE-GOUSSE P.A.**
FLORIDA/IOA TRUST ACCOUNT
9200 BELVEDERE RD STE 113
WEST PALM BEACH, FL 33411-3632

PAY TO THE
ORDER OF

City of Fort Lauderdale

Ten Thousand and 00/100

City of Fort Lauderdale

Attn: Utility Payment Department
100 N. Andrews Avenue
Fort Lauderdale

MEMO

2nd Mortgage Payoff - 17-0099

FL

33301

⑈028323⑈ ⑆0630000017⑆ 898052423368⑈

Bank of America
ACH R/T 063100277

12/26/2017

\$ ***10,000.00

DOLLARS

28323

63-4/630 FL
2480

Donna Gousse
AUTHORIZED SIGNATURE



Details on Back.

Photo Safe Deposit®



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

INSTR # 101751854
OR BK 32870 PG 1900
RECORDED 03/12/2002 09:28 AM
COMMISSION
BROWARD COUNTY
DOC STMP-M 35.00
DEPUTY CLERK 1037

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PURCHASE ASSISTANCE PROGRAM SECOND MORTGAGE

THIS MORTGAGE entered into on this 20 day of Feb, 2002, between, Brenton G. Gordon, a single man, hereinafter called, "Mortgagor", and the City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33302, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Ten Thousand Dollars (\$10,000), 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 situate in Broward County, Florida, more particularly described as follows:

Lot 5, Block C, of LAUDERDALE VILLAS, according to the Plat thereof, recorded in Plat Book 29, Page 37, of the Public Records of Broward County, Florida; said lands situate, lying and being in 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 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 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,

PLEASE RECORD AND RETURN TO:
CONSOLIDATED TITLE CO.
55 Weston Road, Suite 406
Weston, Florida 33326

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 acquaintances 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, all of which shall not be effective unless and until this Mortgage shall not be junior to any prior purchase money mortgage.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage, but only unless and until this Mortgage shall not be junior to any prior purchase money 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 providing the purchase assistance described or referred to in the Purchase Assistance Program Participation Agreement made and entered into between the Mortgagor and Mortgagee on 2/20/02, hereinafter referred to as "Agreement", the same being incorporated herein verbatim and made a specific part of this Mortgage by reference.

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

(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.

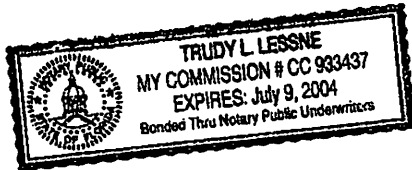
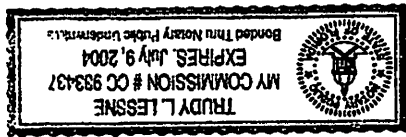
18. The Mortgagor shall not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

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.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20 day of Feb, 2002 by Brenton G. Gordon, who is personally known to me or has produced DRIVERS License as identification and did not take an oath.

(SEAL)



Trudy L. Lessne
Signature Notary Public
Notary Public, State of Florida

Name of Notary Typed, Printed
or Stamped



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

100
4/12/18

Today's Date: 4/12/2018

DOCUMENT TITLE: Satisfaction of Mortgage – Brenton Gordon

COMM. MTG. DATE: 12/19/2017 CAM #: 17-1463 ITEM #: CR-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: 1 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/12/18

LS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Kerry A Gina Ri/CMO/X5013 Date: 4/13/18

4) City Manager's Office: CMO LOG #: APR-45 Date received from CCO: 4/13/18

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: _____

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 0 original and forwards 1 original(s) to: Claudia Goncalves/ HCD/ Ext. 6024 (Name/Dept/Ext) ****the original will be returned once recorded****

Attach ___ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

****please email an executed copy to Shaniece Louis *****