

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 Declaration of Restrictive Covenants dated November 2, 2006 and recorded on February 8, 2007, at Official Records Book 43570, Page 787 and a City of Fort Lauderdale Purchase Assistance Program Second Mortgage and Promissory Note given by Creigh Jno Pierre, a single man, (hereinafter "Mortgagor"), dated February 2, 2007, and recorded February 8, 2007, at Official Records Book 43570 Page 777 of the Public Records of Broward County, Florida, given to secure the sum of **Fifty Thousand and No/100 Dollars (\$50,000.00)** on the following described properties, situated, lying and being in Broward County, Florida.

Lot 18, in Block 7, Tuskegee Park, according to the Plat thereof, as recorded in Plat Book 3, at Page 9 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Property Address: 420 NW 10 Avenue
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 23rd day of April, 2018.

Satisfaction of Mortgage
City of Fort Lauderdale – Creigh Jno Pierre

WITNESSES:

Dina Rizzuti Smith
Dina Rizzuti Smith

Witness name – printed or typed

H. Skandrick
Hesteria Skandrick

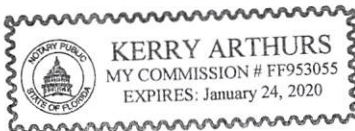
Witness name – printed or typed

Lee R. Feldman
Lee R. Feldman, City Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 26th day of April, 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)



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

KERRY ARTHURS
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Approved as to form:
Alain E. Boileau, Interim City Attorney

Lynn Solomon
Lynn Solomon, Assistant City Attorney

Satisfaction of Mortgage
City of Fort Lauderdale – Creigh Jno Pierre

**NORTHWEST NEIGHBORHOOD IMPROVEMENT DISTRICT
PURCHASE ASSISTANCE PROGRAM
PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT, is made by and between:

NORTHWEST NEIGHBORHOOD IMPROVEMENT DISTRICT, a
Safe Neighborhood District created pursuant to Chapter 163, Part IV,
Florida Statutes, its successors and assigns, hereinafter, "NWNID",

and

Creigh Jno Pierre, a single man, referred to as "Homeowner".

WHEREAS, on July 16, 2002, the Fort Lauderdale City Commission, by Resolution 02-120, authorized the conveyance of certain property to the NWNID; and

WHEREAS, the Board of Directors of the NWNID, authorized its Chairperson to execute this Agreement with Homeowner to convey certain property to Homeowner subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, hereinafter described, the parties agree as follows:

The foregoing recitals are true and correct, and

1. Application. The Homeowner acknowledges and understands that the NWNID, in conveying the Property, has materially relied upon the information, data, and certifications provided by the Homeowner in submitting the First-time Home Ownership Application to the City of Fort Lauderdale, Community Development Division, as updated from time to time, which is incorporated herein verbatim and made a specific part of this Agreement by reference.
2. Limitation on Residential Property Ownership. The Homeowner, at the time of entering into this Agreement, does not possess legal title to any residential property, and has not possessed such title for a period of at least five years. Furthermore, the Homeowner agrees to provide the NWNID, at closing, an affidavit attesting to such fact.
3. Compliance with Local Guidelines. The Homeowner acknowledges and understands that the Property will be used solely in accordance with the policies and guidelines of the City of Fort Lauderdale's First-time Home Ownership Program ("Program"), which are incorporated herein verbatim and made a specific part of this Agreement by reference.

4. Construction Contract. The Homeowner agrees to enter into a construction contract with a builder approved by the NWNID, which contract, among other things, authorizes the NWNID or its agents to act as the Construction Manager for the Homeowner in connection with the construction of a single-family housing unit for Homeowner, subject to the concurrence of the applicable conventional lending institution ("Lender"). Owner hereby indemnifies and holds harmless the NWNID and its agents from any liability arising from and in connection with the NWNID's role as construction manager.
5. Financing. The Homeowner will obtain financing from a Lender for construction of the new single-family housing unit upon the Property, in the form of a first mortgage. Interest payments during the construction period may be folded into the first mortgage, upon the concurrence of the Lender.
6. The parties agree that the value of the Property to be conveyed by the NWNID is \$15,000.00 and the NWNID shall have a lien on the Property and the single-family housing unit to be constructed thereon for such amount, secured by a mortgage upon the Homeowner's interest in said Property. Such mortgage shall be executed simultaneously with the conveyance of the Property. If the Property and improvements are sold, leased, assigned, given or transferred during the initial five years of ownership, other than by operation of law, or unless the new owner or lessee qualifies as an income eligible household based upon income guidelines of HUD for low and moderate income households, and such sale or rental amount is affordable to low and moderate income households as established by HUD guidelines, such lien may be foreclosed by the NWNID; provided, however, that if no such transfer shall occur within such five year period, the NWNID's lien shall expire and the NWNID shall provide Homeowner with a release thereof.
7. Conveyance. The NWNID shall convey by Special Warranty Deed to the Homeowner the Property to be used for the construction of a single-family housing unit, subject to the guidelines and rules of the Program.

The Property being conveyed is legally described as follows:

Lot 18, Block 7, TUSKEGEE PARK, according to the Plat thereof, as recorded in Plat Book 3, Page 9 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Folio No. 5042-04-05-1040

8. Delivery. The NWNID shall deliver such Special Warranty Deed to the Homeowner at the closing. The Special Warranty Deed shall be recorded in the Public Records of Broward County, Florida.

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9. Encumbrances. Homeowner covenants that she has not done or will not suffer anything to be done whereby said Property has been or will be, encumbered in any way whatsoever other than the first Mortgage for financing construction of the single-family residence and the Mortgage in favor of the NWNID.
10. Taxes and Special Assessments. Homeowner shall assume fully responsibility for the payment of all prorated taxes and special assessments for the year of closing and for all years thereafter.
11. Closing. The closing for the conveyance of the Property shall be conducted simultaneously with the closing on private financing being secured by the Homeowner for the purpose of constructing the single-family 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 NWNID and the Lender. All costs and expenses of the closing, including State Documentary Stamp Tax on Deeds and recording fees, shall be borne by the Homeowner. The terms of this Agreement are contingent upon the Homeowner obtaining such financing within sixty days from the date of this Agreement. Construction will begin no later than thirty days after the Mortgage closing.
12. 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.
13. Other Encumbrances. 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 the improvements thereon, without first obtaining the prior written approval of the NWNID. Such approval shall not be unreasonably withheld. The exception to this requirement of obtaining prior written approval shall be that the Homeowner may, and is expected to, secure a loan for initial construction, within five consecutive years of the Date of Initial Occupancy. Approval for securing such an encumbrance is hereby granted. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.
14. Occupancy Provision. The Homeowner agrees to occupy the newly constructed housing unit as a principal residence, and agrees to maintain such residence and grounds in standard 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.
15. Inspection. The Homeowner shall permit reasonable inspections of the Property and housing unit at reasonable times by inspectors of the NWNID or its agents, for the purpose of determining compliance with this Agreement, and to comply with such additional terms, conditions and requirements as the NWNID may reasonably impose. In addition, the Homeowner shall allow the NWNID or its agents to perform annual inspections of the Property and housing unit for a period of five years to monitor the Homeowner's compliance

with the terms and conditions of this Agreement. Such inspections shall occur within thirty days of the anniversary date of the Certificate of Completion. The covenants of this paragraph shall survive the closing and shall not merge in the delivery of the deed.

16. Insurance. The Homeowner shall obtain and maintain in full force and effect all insurance coverages required by the Lender.
17. Default. The Homeowner 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 Homeowner of any other covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith or hereafter made by the Homeowner with the NWNID in connection with the Program, after the Homeowner has been given due notice by the NWNID of such nonperformance.
 - b. Failure of the Homeowner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property or improvement thereon, or any part thereof.
 - c. The NWNID's discovery of the Homeowner's failure in the Application to the City of Fort Lauderdale from the Homeowner to disclose any fact deemed by the NWNID to be a material fact on the basis of which the NWNID entered into this Agreement, or in any of the agreements entered into by the NWNID with the Homeowner (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Homeowner), or the NWNID's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homeowner.
 - d. Any defaults as determined by the Lender.
18. In addition to any remedy under this Agreement, the NWNID shall have such other remedies as are available at law or in equity. The exercise or attempted exercise by the NWNID of any right or remedy available under this Agreement shall not preclude the NWNID 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. Homeowner shall pay any reasonable expenses, including attorney's fees and costs incurred by the NWNID 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 NWNID 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 NWNID shall pursue any of its rights or remedies under this Agreement, the NWNID shall first give Homeowner written notice of the default complained of, which shall be given in such manner as provided for herein.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the 2 day of November, 2006.

WITNESSES:

NORTHWEST NEIGHBORHOOD
IMPROVEMENT DISTRICT

Safeca B. Ali

By:

[Signature]
Chairman Jim Naugle

Safeca B. Ali
[Witness print/type name]

[Signature]

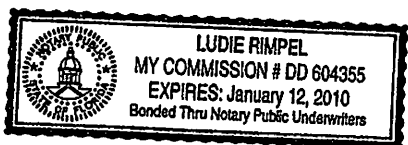
Amber VanBuren
[Witness print/type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2 day of November, 2006 by MAYOR JIM NAUGLE, Chairman of the Board of Directors of the NORTHWEST NEIGHBORHOOD IMPROVEMENT DISTRICT, who is personally known to me.

(SEAL)

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



Ludie Rimpel
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/12/2010

DD 604355
Commission Number

WITNESSES:

Laura Maldonado
[Witness print/type name]

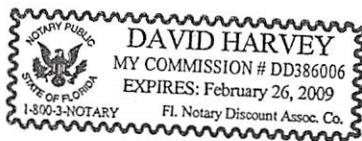
Miriam Carrillo
[Witness print/type name]

Creigh Jno Pierre
Pierre
Creigh Jno Pierre
420 NW 10th Avenue
Fort Lauderdale, FL 33311

STATE OF FLORIDA:
COUNTY OF BROWARD:

✓ The foregoing instrument was acknowledged before me this 17 day of NOVEMBER 2006 by Creigh Jno Pierre, who has produced (ID number on file in Community Development Division Office) as identification.

(SEAL)



David Harvey
Notary Public, State of Florida (Signature
of Notary taking Acknowledgment)

DAVID HARVEY
Name of Notary Typed, Printed
or Stamped

My Commission Expires: 2/26/09

DD 386006
Commission Number

CSP

CITY OF FORT LAUDERDALE
PURCHASE ASSISTANCE PROGRAM

PARTICIPATION AGREEMENT
(New Construction Home)

THIS AGREEMENT is made between:

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

and

Creigh Jno Pierre, a single man referred to as "Homebuyer".

WHEREAS ordinance C-93-20 established the City's participation in the State Housing Initiatives Partnership program (SHIP) and provides that purchase assistance is one of the activities that may be funded thereunder; and

WHEREAS the City Commission, at its meeting of December 7, 1993, adopted policies for the Purchase Assistance Program and authorized implementation of the program and amended this policy by Motion M-15 approved on December 7, 1999, and again amended this policy by Motion M-13 approved on June 2, 2004; and

WHEREAS the City Commission, at its meeting of June 7, 2005, amended this policy by Resolution 05-100 to increase funding for New Construction Home Purchase Assistance Strategy to Fifty Thousand Dollars (\$50,000.00) per unit; and

WHEREAS the City and the Homebuyer desire to enter into an agreement wherein the City will provide funds to the Homebuyer to assist in the purchase of certain real property.

NOW THEREFORE, In consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and

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

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Assistance Program ("Program").

3. Financing. The Homebuyer will obtain financing from a Mortgage Lender ("lender") for acquisition of the real property having the address of 420 NW 10 Avenue, Fort Lauderdale, FL and legally described as:

Lot 18, Block 7 of TUSKEGEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 9, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. ("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 \$50,000.00, 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 a ten (10) year period. If no sale, lease, transfer, or other event of default occurs during the ten (10) year period, the terms of this encumbrance shall be satisfied and the Homebuyer shall be issued a Satisfaction of Mortgage.

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 coverages 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: Purchase Assistance Program Manager
Community Development Department
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Homebuyer:

Creigh Jno Pierre
420 NW 10th Avenue
Fort Lauderdale, Florida 33311

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.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals this
3 day of November, 200 .

WITNESSES:

CITY OF FORT LAUDERDALE:

Safeca B. Ali
Safeca B. Ali
Witness Print or Type Name

By [Signature]
Mayor

Hahima Skoundrakis
Hahima Skoundrakis
Witness Print or Type Name

By [Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

Larry E. Fuller
Assistant City Clerk

Approved as to form:

Sharon P. Miller
Asst. City Attorney

WITNESSES:

HOMEBUYER:

Williams
Virone B. Williams
Witness Print or Type Name

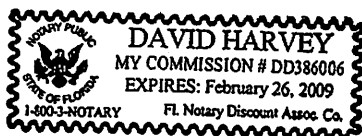
[Signature]
DAVID J. JAMES
Witness Print or Type Name

~~Pierre~~ Creigh Jno Pierre
Creigh Jno Pierre
2510 NW 8 Place, #2
Fort Lauderdale, FL 33311

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 12th day of July, 2006, by Creigh Jno Pierre who has produced a FL Driver License/State ID # on file as identification.

(SEAL)



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

DAVID HARVEY
Name of Notary Typed, Printed or Stamped

My Commission Expires: 2/26/09



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 4/23/2018

100
4/26/18

DOCUMENT TITLE: Satisfaction of Mortgage – Creigh Jno Pierre

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: 4/23/18 LS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 4/23/18

4) City Manager's Office: CMO LOG # Apr 68 Date received from CCO: _____

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 1 originals to ☐ Mayor ☒ CCO Date: 4/25/18

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 *****