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 Waterworks 2011 Sewer Connection Program Mortgage and Promissory Note given by Andre Jean Marie and Larona Jean Marie, husband and wife, (hereinafter "Mortgagor"), dated June 15, 2010, and recorded September 9, 2010, at Official Records Book 47361 Page 1399 of the Public Records of Broward County, Florida, given to secure the sum of Four Thousand Four Hundred Sixty Five and 25/100 (\$4,465.25) on the following described properties, situated, lying and being in Broward County, Florida.

Lot 2, Block 1, PARK PLAZA, according to the Plat thereof, recorded in Plat Book 48, Page 39, of the Public Records of Broward County, Florida.

Property Address:

610 SW 29 Avenue

Fort Lauderdale, Florida, 33312

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

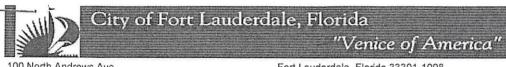
IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully executed on this day of ______, 2018.

Satisfaction of Mortgage City of Fort Lauderdale / Moment & Freeman

WITNESSES: Witness name – printed or typed	Lee R. Feldman, City Manager
Witness name - printed or typed	
	acknowledged before me this day of tee R. Feldman, City Manager of the City of Fortation. He is personally known to me and did not
KERRY ARTHURS MY COMMISSION # FF953055 EXPIRES: January 24, 2020	Notary Public, State of Florida Signature of Notary taking Acknowledgment) Name of Notary Typed, Printed or Stamped My Commission Expires:
Approved as to form: Alain E. Boileau, City Attorney	Commission Number
Lynn Solomon, Assistant City Attorney	

Marina Scondidini

5217 8 Lilly 1 1 12 3 1



100 North Andrews Ave.

Fort Lauderdale, Florida 33301-1098

MISCELLANEOUS RECEIPT

Received From	m: The Law Firm of Kim & Lowman, LLP	<u>Date:</u>	<u>Date:</u> <u>10/27/2017</u>		\$4.46
	8620 NE 2 Avenue Miami, FL 33138			_	
Check O			SubObject/	Cash	
Description: (lim	nit: 45 characters Payor & Description)	Index/GL Code	Subsidiary	Code	Amount
Payor Name: 1	Kim & Lowman, LLP Mtg Payoff - 610 SW 29 Ave	HM18PI	N770	2200	\$4,465.25
Payor Name:					4
For:					
Payor Name:					
For:	7 a			-	
Payor Name:					
For:					
Payor Name:					
For:			S	ub Total	\$4,465.25
	6% Florida State Sales Tax	FD001	219-450009	3100	41,100.20
			Total	Receipt_	\$4,465.25
Satisfaction of	of Mortgage			-	
Received By: Form H-1000	Donna Corcoran Rev 8/02		partment/Division		CMO / HCD · 4357 .

CITY OF FORT LAUDERDALE WATERWORKS 2011 SEWER CONNECTION PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this _	$\underline{/5}$ day of $\underline{\hspace{0.2cm}}$	June 201 0 by and
between:		

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

and

Andre Jean-Marie and Larona Jean-Marie a married couple, hereinafter referred to as "Property Owner"

WHEREAS, the City Commission of City, at its meeting of May 1, 1990, by Motion number M-3 institutionalized the policies and guidelines for the City of Fort Lauderdale WaterWorks 2011 Sewer Connection Program;

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

ARTICLE I PURPOSE

The purpose of this Agreement is to establish the guidelines under which the City may loan money to Property Owner for the purpose of owner-occupied sewer connection construction of a house on Owner's Property. The construction loan financing and this Agreement is subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines "Program".

ARTICLE II SCOPE OF SERVICES

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

610 SW 29th Avenue Fort Lauderdale, Florida, and

legally described as:

Lot 2, in Block 1, of PARK PLAZA, according to the Plat thereof, as recorded in Plat Book 48, Page 39, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida. (hereinafter "Property")

ARTICLE III FINANCIAL ASSISTANCE

- 1. The amount of the loan is \$4,465.25.
- 2. Upon execution of this Participation Agreement, the Program Maximum amount of the loan shall be earmarked and set aside for the Owner to be used solely for the Owner's Project. The monies provided shall be withdrawn and used on behalf of the Owner by City solely to pay for the costs.
- 3. This Agreement may be modified by the parties during construction to increase the loan to cover additional costs of construction if additional funds become available. Upon completion of the Project, or if this Agreement is terminated for any reason prior to completion of the Project and funds remain in Owner's Project account that are unencumbered, a modification of the mortgage reducing the amount secured by the Mortgage will be executed by the City and recorded in the public records of Broward County.
- 4. Upon execution of this Agreement Participant agrees to execute the first note in the amount of soft costs to be incurred in order to secure and implement the Construction Contract and the mortgage securing the maximum loan amount provided in this Agreement, which Mortgage will be recorded in the public records of Broward County and constitute a lien against the Property.
 - (a) <u>Interest Rate</u>. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in any event of default as described in Article IV, Paragraph 4.
 - (b) <u>Term of Repayment</u>. Payment on the principal amount of the loan shall be deferred, so long as the property is occupied as the principal residence of the Property Owner, for a three (3) year period. The three year period shall commence on the date the City issues a final inspection. Repayment of the full loan amount will become due and payable upon sale, lease, or transfer of the Property during the three (3) year period. If no sale, lease, transfer, or other event of default occurs during the three (3) year period, the terms of this encumbrance shall be satisfied and the Property Owner shall be issued a Satisfaction of Mortgage.

ARTICLE IV GENERAL CONDITIONS

- 1. OCCUPANCY. Property Owner must provide annual certification to the City which confirms that the Property is the principal residence of Property Owner.
- 2. <u>INSPECTION</u>. Property Owner shall permit reasonable inspection of the subject Property by inspectors of the City or its agents, for determining compliance with all applicable governmental regulations.
- 3. <u>SECURITY</u>. City shall secure the loan for this Agreement with a Mortgage on the subject Property.
- 4. <u>DEFAULT</u>. The Property Owner acknowledges and understands that the provisions as specified below constitute events of default under this Agreement:
 - (a) Nonperformance by Property Owner of any covenant, agreement, term or condition of this Agreement or of any other agreement heretofore, herewith, or hereinafter made by the Property Owner with the City in connection with this Program, after the Property Owner has been given due notice by the City of such nonperformance.
 - (b) Failure of the Property Owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property.
 - The City's discovery of Property Owner's failure in the Application to the City to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter into this Agreement, or any other agreements entered into by the City with Property Owner (including, but not limited to, any other agreements arising in connection with this Agreement and entered into by the Property Owner), or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner.
 - (d) Property Owner's non-residential use, or disposition of the Subject Property without the prior written consent of the City.
 - (e) Property Owner's failure to maintain the subject Property in a standard, habitable condition.
 - (f) Property Owner acquiring additional indebtedness upon the subject Property without the specific written consent by the City.
 - (g) The transfer of the subject Property to another, other than Property Owner's legal heirs.

In the event of default, the entire sum due is payable immediately and interest may be charged at the maximum rate allowed by law. Participant acknowledges that a SHIP assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any SHIP funds invested in the project must be repaid to the City.

- 5. <u>CLOSING</u>. The closing on this loan shall occur within thirty (30) days after the date of execution 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.
- 6. <u>ADMINISTRATION</u>. As an administrative function, the City shall serve in the capacity of an escrow agent for Property Owner in the event that the Property Owner selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for this Program, or for contract items or additional work which are at the sole cost of the Property Owner. In such case, the deposit from the Property Owner 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 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 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.
- 7. ASSUMPTION. This Agreement may be assumed only by the legal heirs of Property Owner, under the same terms and conditions of the original agreement. Assumption is only valid after written notice is given to the City and only after execution of such assumption documents as deemed necessary by the City.
- 8. <u>DISBURSEMENTS</u>. Charges incurred in connection with closing the loan made pursuant to this Agreement shall be paid directly to the charging party, and the Property Owner shall receive a written record of these charges on the disclosure statement provided at the closing.

 Disbursements for hard costs to the General Contractor shall be made payable both to the Property Owner 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 shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.
- 9. <u>CONDITIONS PRECEDENT</u>. The City's administrative obligations under this Agreement to disburse funds shall be conditioned upon, and no portion of any of the loan proceeds shall be disbursed until, the Property Owner delivering the following documents to the City:
- Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the Maximum loan amount specified in Article III for the Subject Property plus the remaining principal balance of any existing mortgages, unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policies shall be issued by a company, or

companies of such financial responsibility acceptable to the City, and the policies shall be endorsed to reflect the City's legal interest in the subject Property. In the event any sum of money becomes payable under such policy or policies, City shall have the option to receive and apply the same on account of the indebtedness hereby secured, after satisfaction of the Property Owner's similar obligation to superior mortgages, if any, or else the City may permit the Property Owner to receive and use the same or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Agreement and the Mortgage.

Policies issued pursuant to this Paragraph of the Agreement shall initially be for at least a one (1) year term for Standard Fire and Extended Coverage Insurance and for Flood Insurance, which shall be prepaid in full upon the Closing of this loan as a condition precedent to the disbursement of any loan proceeds; said insurance coverage shall be maintained by the Property Owner in full force and effect during the term of this Agreement.

- 11. <u>INSURANCE</u>. Except for the *WaterWorks* 2011 Sewer Connection Program, the City shall obtain a title insurance policy in an American Land Title Association (ALTA) form in the amount of the loan as it appears in Paragraph 3 of this Agreement and as it appears on the Note and the Mortgage used to secure the loan that secures this Agreement, unless the City determines that a lesser amount is acceptable. Such policy shall insure that the Mortgage will be a valid lien on the premises, free and clear of all code defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.
- 12. <u>TERMINATION</u>. This Agreement may be terminated by the Property Owner by providing written notice to the City within three (3) business days from the date of closing.
- 13. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:
 - (a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.
 - (b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:

Housing and Community Development Manager Community Development Division Planning and Zoning Department P.O. Box 14250 Fort Lauderdale, Florida 33302 AS TO THE PROPERTY OWNER: Andre Jean-Marie and Larona Jean-Marie 610 SW 29th Avenue Fort Lauderdale, FL 33312

- (c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.
- 14. <u>SEVERABILITY</u>. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be effected thereby.
- 15. <u>INTEGRATION</u>. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.
- 16. <u>GOVERNING LAWS</u>. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

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

	•
WITNESSES:	THE CITY OF FORT LAUDERDALE
Younday	By: Drown
	Jonathan Brown, Housing and Community
LAKA MALDONADO	Development Manager
Witness: Print Name	
le for	
	Approved as to form:
Angelia Basto	$\langle \rangle$
Witness: Print Name	By March Turker
	Sharon Miller, Assistant City Attorney
STATE OF FLORIDA:	
COUNTY OF BROWARD:	

The foregoing instrument was acknowledged before me this 14 day of 20010, by Jonathan Brown, Housing and Community Development Manager of the City of Fort Lauderdale, who is personally known to me and did not take an oath.

(SEAL)

ANGELA J. MAHECHA
MY COMMISSION # DD945526
EXPIRES: December 10, 2013
1-800-1-NOTARY
FI. Notary Discount Assoc. Co.

Notary Public, State of Florida

Signature - Notary taking Acknowledgment Anne IU J. Makeura

Name of Notary Typed, Printed or Stamped

WITNESSES:

PROPERTY OWNER:

By andre ZoonMerio
Andre Jean-Marie
Print Name
100
acknowledged before me this day o
<u>P. Jeun/Varise</u> , who has produced
cation.
(1a)
Cala face Villse
Notary Public, State of Plorida
(Signature of Notary taking Acknowledgment)
V
Name of Notary Typed, Printed or stamped
My Commission Expires:
Commission Number:

WITNESSES:

PROPERTY OWNER:

Luis Hima	By Laxona Jean marie
Signature	
Luis M. OLIVEIRA Witness: Print Name	<u>Larona Jean-Marie</u> Print Name
Statewell	
Signature Barbara R. Howell Witness: Print Name	
STATE OF: FLORIDA COUNTY OF: BROWARD	
The foregoing instrument was a fund , 200 Q, by Laror as identification.	acknowledged before me this day of ation.
(SEAL)	Cara Jean Viele
	Notary Public, State of Florida (Signature of Notary taking Acknowledgment)
CARA JEAN NIELSEN Commission # DD 944276 My Commission Expires December 03, 2013	Name of Notary Typed, Printed or stamped
	My Commission Expires:
	Commission Number:

INSPECTION RECORD

# BUILDING Ins	spect.	Date	#	ZONING	Inspect.	Date	#	PLUMBING	Inspect.	Date	
101 Grade Beam			901	Sub Grade			710	Rough	1EC	11-50	09
103 Foundation	i		902	Rock			740	Hanger (7	1	-
104 Slab			599	Landscape				2nd Rough			
110 Column 1/2		/	999	Zoning Final				Top Out			
111 Tiebeam 1/2		_	SEF	ARATE PERM	ITS REQUI	RED**		Storm Drains			
143 Roof Sheath.				Fence Final			780	Main Drain		-	
114 Floor Sheath.			199	Sign Final			-	Perimeter Pipe			
141 Truss			199	Driveway F.				Gas Rough		le anii	
140 Bar Joist	_		199	Wall Final				Gas Final			
126 Wall Sheath.		14						Water Ser.			
133 Window Buck			#	FIRE PREVEN	NT.			Sewer R/F			_
130 Door Buck			310	Sprink. Rough				Grease Traps			
134 Window				Sprink, Final				Septic Conn.		•	•
132 Storefront				Fire Suppress				July Sollin.			
131 Door				Fire Alarm		and in the last of	799	Final	161	11.13-1	
123 Wire Lath			399	Final				MECHANICAL	100	11.15-1)
120 Framing*			#	ELECTRIC		-		Duct/piperough			
121 Insulation			260	Temp Pole				Duct/pipefinal			
122 Dry Wall			203	Service Bond				Piping Press.			
135 Garage Door			202	Slab				Hood R/F			_
136 Ceiling Grid			210	Rough				Fireplace R/F			_
199 Building Final			210	Rough				Underground			
SEPARATE PERMITS R	EQUIRED		-	Wall Rough				Vac Sys R/F			_
150 Tin Cap		1	-	Wall Rough			1	Exhaust			
152 Flat I.P.			213	Ceiling Rough			1	Walk-in Cool.			
151 Mopon Sloped				Ceiling Rough				Duct Det. Test			
54 Tile I.P.			288	Pool Bond		-	699				
53 Shingle I.P.			282	Pool Niche B.				NOTES:			
99 Roof Final				Pool Deck B.							
20 Shutter Fast.											
99 Shutter Panels			299	Final						1 - 0	
80 Pool Steel			# 1	ENGINEERING	}						
02 Patio Steel		4		Rough							
99 Pool Final			-	Final			1				
BUILDING NOTES					PLUMBING	NOTES	7	· val	15,		_
* Inspections must be ca	lled in und	ler the co	rrect	permit #		.10120		FUXOX	180		-
II inspection reports mus											
ne inspection is approved		·						1			
rior to calling in final insp		required	insp	ection as	ELECTRIC	NOTES					
ell as final Electrical, Me								7			
ngineering must be signe			,	9 4.14				1			
		-									
Requires approval of all											

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

- או זאטח חבחב -

CFN # 108954138
OR BK 46640 Pages 206 - 206
RECORDED 11/03/09 09:56:01
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1033
#2, 1 Pages

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ermit #	Folio # 504208190030
	 10110 # 304208 190030

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

is provided in this Notice of Commencem	713, Florida Statutes, the following information ent:
Legal Description of Property:	ris space (eserves for recorder
eago. Description of Property:	Lot 2 Block 1 Unit # Bldg # Lengthy legal attached
Street Address if available:	Subdivision / Condominium: Park Plaza 610 SW 29 Avenue
General description of Improvement	Sewer connections
3. a. Owner name and address:	Andre & Larona Jean-Louis 610 SW 29 Ave
interest in property;	Fort Lauderdale, FL 33312
Name and address of fee simple titleholder (if other than Owner):	N/A
4. a. Contractor name and address:	A-1 Underground & Plumbing Services, LLC
b. Contractor's phone number:	487.5 SW 57 Terrace, Ph:954-321-1642
5. a. Surety name and address:	Davie, FL 33314
5. Surety's phone number:	N/A
c. Amount of bond:	S
5. a. Lender name and address:	N/A
5. Lender's phone number:	N/A
7. 2. Persons within the State of Florida de by Section 713.13(1)(a)7., Florida Stat	esignated by Owner upon whom notices or other documents may be served as provided tutes:
Name:	N/A
Address:	
b. Phone number:	
3. a. In addition to himself or herself, the C	wner designates N/A
5. Phone number of person or entity des	to receive a copy of Lienor's Notice per Section 713.13(1)(b), Florida
9. Expiration date of notice of commence	
W. 5. W. 5 TO OUR 5	(the expiration date is 1 year from the date of recording unless a different date is specified)
NOTICE OF COMMENCEMENT MUST NOTICE OF COMMENCEMENT MUST NSPECTION IF YOU INTEND TO ORT	INTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF DIMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, IT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST AIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE 3 YOUR NOTICE OF COMMENCEMENT.
Signature(s) of Owner(s) or Owner(s)' Aut	
ay Andro Zear	- Maria P
Print Name Andre Jean Mar:	
Title/Office	Print Name Title/Office
STATE OF FLORIDA	, moronice
COUNTY OF BROWARD	
The foregoing instrument was acknowledge	d before me this 30 day of October
	2009
Individually, or las	for
Personally known, or produced the follow	wing type of identification:
•	Print Name: Elizabeth Bueno
	(SEAL)
VERIFICATION PURSUANT TO SECTION 92.5	525, FLORIDA STATUTES ELIZABETH BUENO
that the facts stated in it are true, to the best of	we read the foregoing and my knowledge and belief. MY COMMISSION #DD931794 EXPIRES: NOV 28, 2013
or Owner(s) of Owner(s) Author	ized Officer/Director/Partner/Manager who signed above:
3 Anove Zean Mans	signed above:

Ву

PREPARED BY AND RETURN TO: Sharon P. Miller City Attorneys Office City of Fort Lauderdale 100 N Andrews Avenue Fort Lauderdale, Florida 33301 # 109571758 C # 47361 Pages 1399 - 1410 RECORDED 09/09/10 08:22:05 AM BROWARD COUNTY COMMISSION DOC-M: \$15.75 DEPUTY CLERK 3405 #3, 12 Pages

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE WATERWORKS 2011 SEWER CONNECTION PROGRAM MORTGAGE

THIS MORTGAGE entered into on this day of da

WITNESSETH: That to secure the payment of an indebtedness of Community Development Block Grant Funds (CDBG) in the principal amount of Four Thousand Four Hundred Sixty Five & 25/100 Dollars (\$4,465.25), with soft costs and interest if any, thereon, which shall be payable in accordance with the terms of the Participation Agreement between Mortgagor and Mortgagee on file with the office of the City Clerk, City of Fort Lauderdale and certain Promissory Note, hereinafter called "Note", and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in Broward County, Florida, more particularly described as follows:

Lot 2, in Block 1, of PARK PLAZA, according to the Plat thereof, recorded in Plat Book 48, Page 39, 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 be used, including 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 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(s), and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note(s) and in this Mortgage.
- 2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposes 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.

- This Mortgage and Note(s) were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a WaterWorks 2011 Sewer Connection Loan evidenced by the Note(s), for the purpose of making the improvements described or referred to in the 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, to or on the mortgaged property, and for such other purpose, if any, described or referred therein, which improvements are hereinafter collectively referred to as the "Improvements". The Mortgagor shall make or cause to be made all Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, in the sole opinion of the Mortgagee, or shall be discontinued at any time for any reason, other than strikes, lock-outs, acts of God, fires, floods. or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized to: (a) enter upon the mortgaged property and employ any watchmen, protect the Improvements from depreciation or injury and to preserve and protect such property; (b) carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements; (c) make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor: and, (d) pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this Paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note (s), shall be payable by the Mortgagor to the Mortgagee on demand and shall be additionally secured by this Mortgage.
- 4. The Improvements and all plans and specifications therefore 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.
- No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and Local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

- 6. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the Improvements.
- (a) The Mortgagor shall keep all buildings, other structures and improvements. 7. 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 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.

- 8. The Mortgagor reserves the right to prepay at any time all or any part of the principal and interest, if any, provided in the Note(s), without the payment of penalties or premiums.
- Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of the Agreement and this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note(s), interest, if any, and other charges, as provided in the Note(s), the Mortgagee may, at its option, make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest, if any, thereon from the date of such payment, at the rate provided in the Note, except any payment for which a different rate of interest is specified in the Agreement, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest, if any, thereon shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.
- 10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.
- and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage or provided in the Agreement, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as the same now exists or as it may later be amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:
 - (a) Failure to pay the remaining balance or deferred principal and interest, if any, or other charges payable on the Note, which have become due under the terms of the Agreement, this Mortgage, and the Note.
 - (b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this mortgage.
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or for the making therein, or in the Agreement entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note(s) and this Mortgage) of any misrepresentation by or on behalf of, or for the benefit of the Mortgagor.
- (e) The sale, lease, transfer, or disposition of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee, in the manner provided in the Agreement. The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. all the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in the Agreement and this Mortgage called "events of default".
- 12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
- 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.
- part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate or the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants.

This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

- 14. The Mortgagee in any action to 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.
- 21. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage
- 22. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to or for the benefit of the Mortgagors, or their heirs, personal representatives, or assigns, for the term of indebtedness under the Agreement, Promissory Note and Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum allowable amount under the existing City of Fort Lauderdale WaterWorks 2011 Sewer Connection Program, together with interest thereon, if any, and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money.

Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent agreement.

23. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The work "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever uses 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.

Name: Andre Jean Marie
Name: Andre Jean Marie
Address: 610 SW 29th Avenue
Ft. Lauderdale, FL 33312

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this by day of the state of the stat

MORTGAGOR:

Name of Notary Typed, Printed

or Stamped

WITNESSES:

WITNESSES: MORTGAGOR: ona Jean marie Name: Larona Jean Marie Address: 610 SW 29th Avenue Fort Lauderdale, FL 33312 **Print Name** STATE OF: FLORIDA **COUNTY OF: BROWARD** The foregoing instrument was acknowledged before me this _____ day of ______ day of ______, who has/have produced ______ as identification. (SEAL) Signature - Notary Public Commission # DD 944276 Notary Public, State of Florida My Commission Expires

Name of Notary Typed, Printed

or Stamped

December 03, 2013

This instrument prepared by: City of Fort Lauderdale Housing & Community Development 1409 NW 6 Street (Sistrunk Blvd.) Fort Lauderdale, Florida 33311

CITY OF FORT LAUDERDALE WATERWORKS 2011 SEWER CONNECTION PROGRAM PROMISSORY NOTE (Deferred Payment)

DATE: June 15, 2010

CASE NO: 10-002

NAME: Andre Jean Marie and Larona Jean Marie

PROJECT: WW 2011 Sewer Connection

FOR VALUE RECEIVED, the undersigned (referred to as "Maker") jointly and severally promise 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 Four Thousand Four Hundred Sixty Five & 25/100 Dollars, (\$4,465.25).

- 1. TERM. The term of this loan is three (3) years from the date provided in the Participation Agreement, such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida 100 North Andrews Avenue, fort Lauderdale, Florida.
- 2. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement.
- 3. PAYMENT: Payment of the entire principal amount, or such part of the principal amount as has not been forgiven, is due immediately: (1) upon the sale, transfer or lease of the property identified and legally described in the Mortgage used to secure this Note, from the undersigned Maker signing this Note (being the fee simple titleholder to the below referenced property), other than as a result of the transfer to heirs of the estate of the Maker: or (2) should the property be used for non-residential purposes; or (3) should the property not be maintained in standard condition; or (4) in the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage. In such event, the entire unpaid principal amount and accrued interest, if any, of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the WATERWORKS 2011 SEWER CONNECTION PROGRAM Participation Agreement (referred to as "Agreement") and Mortgage recorded in the public records as security for this note and notes executed in the future for construction of the Project as defined in the Mortgage. The unpaid principal amount and accrued interest, if any, shall both bear interest accruing thirty-30 calendar days after the time of such default until paid. Failure of the city to exercise its option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

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

CITY OF FORT LAUDERDALE FINANCE DEPARTMENT P.O. BOX 14250 FORT LAUDERDALE, FL 33302

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 payment term of three (3) years, this Note will not accrue interest except in the event of default. Any payment of this Note prior to any event of default during the term of the Note 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, for a Waterworks Connection Program loan, recorded in O. R. book _______ of the official record books of Broward County, duly filed for record in Broward County, Florida. If there is no default during the terms of this Note as provided in the Mortgage this Note will be cancelled and of no further force and effect.

The City agrees to look solely to the real estate located at 610 SW 29th Avenue, Fort Lauderdale, Florida, as security for this Note in part or in full, at any time to satisfy the debt established by this 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.

MAKER: **Mare Lean Maxio Applicant Signature	Khayona Jean manie Co-Applicant Signature
Andre Jean Marie Applicant Name – Printed or Typed	Larona Jean Marie Co-Applicant Name – Printed or Typed

Property Address: 610 SW 29th Avenue

Ft. Lauderdale, FL 33312

L:\SPM\CommDevWaterWorks Promissory Note (2).doc



COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM



Today's Date: <u>7/27/2018</u>

DOCUMENT TITLE: Satisfaction of Mortgage – Andre Jean Marie and Larona Jean Marie
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: Approved as to Form: \(\times YES \subseteq NO \)
Date to CCO: 7/27/18 LS Initials
3) City Clerk's Office: # of originals: Routed to: Gina Ri/CMO/X5013 Date:
4) City Manager's Office: CMO LOG #: TWO SDate received from CCO: WORLD Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM L. FELDMAN as CRA Executive Director MAPPROVED 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 # TYES NO Original Route form to CAO

please email an executed copy to Shaniece Louis *