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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 Grant Covenant dated January 27, 2005 and recorded on January 28, 2005, at Official Records Book 38962, Page 1599 along with a City of Fort Lauderdale Substantial Rehabilitation / Replacement Program Mortgage and Promissory Note given by Jean Robert Bien-Aime, a married man and Violette Bien-Aime, a married woman, (hereinafter "Mortgagor"), dated October 5, 2006, and recorded November 27, 2006, at Official Records Book 43166 Page 394 of the Public Records of Broward County, Florida, given to secure the sum of **Eighty Nine Thousand Three Hundred Seventy-Five and 50/100 (\$89,375.50)** on the following described properties, situated, lying and being in Broward County, Florida.

Lot 30, Block 6, Melrose Park Section 3, according to the Plat thereof, as recorded in Plat Book 29, Page 28, of the Public Records of Broward County, Florida.

Property Address: 1040 Alabama 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 10<sup>th</sup> day of September, 2018.

Satisfaction of Mortgage  
City of Fort Lauderdale / Jean & Violette Bien-Aime

WITNESSES:

Dina Rizzuti Smith  
Gina Rizzuti Smith

Witness name – printed or typed

Mike D. Fenech  
Alexa D. Fenech

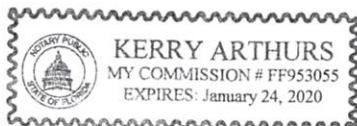
Witness name – printed or typed

Lee R. Feldman  
Lee R. Feldman, City Manager

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 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, City Attorney

Lynn Solomon  
Lynn Solomon, Assistant City Attorney

INSTR # 106622798  
OR BK 43166 Pages 394 - 404  
RECORDED 11/27/06 13:19:34  
BROWARD COUNTY COMMISSION  
DOC STMP-M: \$312.90  
DEPUTY CLERK 1012  
#1, 11 Pages

PREPARED BY AND RETURN TO:

City of Fort Lauderdale  
1409 NW 6 Street (Sistrunk Blvd.)  
Fort Lauderdale, Florida 33311

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**CITY OF FORT LAUDERDALE  
SUBSTANTIAL REHABILITATION / REPLACEMENT PROGRAM MORTGAGE**

THIS MORTGAGE entered into on this 5th day of October, 2006, between, Jean Robert Bien-Aime, a married man, Violette Bien-Aime, a married woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1040 Alabama Avenue, in the City of Fort Lauderdale, Broward County, Florida, and the City of Fort Lauderdale, Florida, hereinafter called "Mortgagee".

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of Eighty Nine Thousand Three Hundred Seventy Five & 50/100 Dollars (\$89,375.50), with soft costs and interest if any, thereon, which shall be payable in accordance with a certain Promissory Note, hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is attached hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

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

Lot 30, in Block 6, of MELROSE PARK SECTION 3, according to the Plat thereof, recorded in Plat Book 29, Page 28, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

Subject To:

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, 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.

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

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter 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.

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 Substantial Rehabilitation / Replacement Loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Loan Agreement (Substantial Rehabilitation / Replacement) 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, 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.

5. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements 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.

7. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance, in such amounts and manner, and for such periods all as may be required from time to time by the Mortgagee pursuant to this Mortgage and the Agreement. Unless otherwise required by the Mortgagee, in the Agreement, all such insurances shall be effected by Standard Fire and Extended Coverage Insurance Policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee including the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject. Certificates satisfactory to the Mortgagee of all such policies, and attachments thereto, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as provided in the Agreement, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits 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, without the payment of penalties or premiums.

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

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

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

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

(b) Nonperformance by the Mortgagor of any covenant, understanding, term or condition of the Agreement, this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance.

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

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

(e) The sale, lease, transfer, or disposition of 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.

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

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, the greater of: an amount at least equivalent to one-twelfth of the aggregate 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 Substantial Rehabilitation / Replacement 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 word "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.

WITNESSES:

Sheila Solar  
SHEILA SOLAR  
Print Name

L Conner  
Conner  
Print Name

MORTGAGOR:

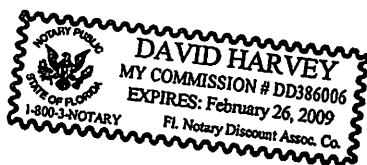
Jean Robert Bien-Aime  
Name: Jean Robert Bien-Aime  
Address: 1040 Alabama Avenue  
Fort Lauderdale, FL 33312

Violette Bien-Aime  
Name: Violette Bien-Aime  
Address: 1040 Alabama Avenue  
Fort Lauderdale, FL 33312

STATE OF: FLORIDA  
COUNTY OF: BROWARD

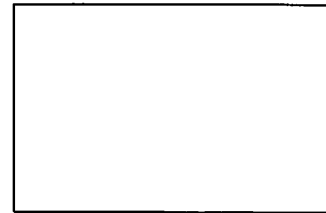
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of OCTOBER, 2006 by Jean Robert Bien-Aime & Violette Bien-Aime, who have produced a State of Florida Driver's License / Photo ID as identification.

(SEAL)



David Harvey  
Signature - Notary Public  
Notary Public, State of Florida

RETURN TO:  
City of Fort Lauderdale  
Community Development Division  
1409 NW 6 Street  
Fort Lauderdale, FL 33311



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#### GRANT COVENANTS

THIS DECLARATION OF GRANT COVENANTS (hereinafter "Declaration") is made this  
27<sup>th</sup> day of January, 2005, by and between:

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

and

Jean Robert Bien-Aime and Violette Bien-Aime, husband and wife, hereinafter,  
"Homeowner".

WHEREAS, the parties acknowledge that the below-described real property, located, situate and  
being in Broward County, Florida:

Lot 30, Block 6, of MELROSE PARK SECTION 3, according to the Plat thereof, as  
recorded in Plat Book 29, Page 28, of the Public Records of Broward County, Florida  
(hereinafter "Property")

And more commonly known as: 1040 Alabama Avenue  
Fort Lauderdale, Florida

has been assisted with federal grant funds for use in the Emergency Repair Program (hereinafter  
the "Program") and, as such, the Property may only be used, owned and occupied in compliance  
with the terms and conditions of the Program; and

WHEREAS, Homeowner has entered into an Emergency Repair Participation Agreement  
(hereinafter the "Agreement") with the City, and on file with the City of Fort Lauderdale,  
whereby in exchange for certain covenants made by Homeowner, City agreed to perform  
emergency repair work to the Property described above to benefit the Homeowner, subject to  
certain restrictive covenants hereinafter set forth: and

NOW, THEREFORE, in accordance with the foregoing exchange of mutual covenants and  
considerations, the City declares and the Homeowner agrees and acknowledges that the above

Property shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, charges and liens hereinafter set forth:

1. Homeowner shall continue to occupy the Property as homeowner's personal and primary residence for a continuous five (5) year term from the date of completion of emergency repair work to the Property performed through the Program (hereinafter "Date of Completion"), under the terms set forth in the Agreement. The Homeowner shall not sell, lease, assign, give or transfer the Property during such period, other than by operation of law, and except if the new owner qualifies as an income eligible household based upon HUD's established income guidelines, as enacted and as may be amended.
2. The term of these covenants shall expire upon the completion of the five (5) year occupancy requirement as set forth above. Except as is otherwise hereinafter provided, any successor Homeowner shall execute a new Agreement and new Declaration, including the requirement for occupancy of the Property by the successor Homeowner, for a remainder of the five (5) consecutive year term. Upon compliance by the Homeowner of all the terms and conditions as set forth in this Declaration, the City shall, upon request of the Homeowner and at City's expense, prepare and record a Certificate of Compliance releasing Homeowner and Property from the obligations set forth within this Declaration.
3. The Homeowner shall pay all real estate taxes or assessments on the Property or any part thereof when due for this year, and for all subsequent years.
4. 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 City. Such approval shall not be unreasonably withheld.
5. Except as otherwise provided herein, the Homeowner shall have no power to sell, convey, transfer, or devise the Property, or any interest therein, or any part thereof, without the prior written consent of the City during the term of this Covenants.
6. The Homeowner shall permit reasonable inspections of the Property at reasonable times by the City or its agents when deemed necessary by the City, for the purpose of determining compliance with the terms of this Declaration and the terms of the Agreement. Homeowner shall also permit the City or its agents to perform annual inspections of the Property for a period of five (5) years from the Date of Completion.
7. The Homeowner shall maintain the types of insurance coverage as set forth in the Agreement throughout the term of this Declaration. Homeowner must have the City added to each policy as an additional insured throughout the term of this Declaration.
8. Except as otherwise provided herein, the Property, or any part thereof, or interest therein, may not be occupied by persons other than the Homeowner and the household members as described in the original Program application submitted by the Homeowner to the City, without first obtaining the prior written approval of the City.

9. In the event the Homeowner dies prior to the end of the five (5) year occupancy requirement, as set forth above, the Property may descend to the Homeowner's spouse, children or legal heirs as determined through probate, provided, that at the time of the Homeowner's death, or within one hundred and eighty days thereafter, such a spouse, children or heirs otherwise qualify under the Program's requirements. The qualified spouse, children or heirs who may succeed to the Homeowner's interest in the Property shall continue to be bound by all the terms and conditions of this Declaration and they may assume the un-expired balance of the deceased Homeowner's five (5) year occupancy requirement. In the event the Homeowner is not survived by a spouse, children or heirs qualified under the Program, the personal representative of the deceased Homeowner's estate shall cause the prompt repayment to the City of the total Program costs, including soft costs, expended for emergency repairs performed on the Property.
10. The Homeowner acknowledges and covenants that any or all of the provisions specified below constitute a condition of default under this Declaration for which there may be a repayment of the entire construction costs and all associated costs, including soft costs, expended through the Program in the furnishing of emergency repair assistance to the Property.
  - A. Non-performance by the Homeowner of any covenant contained herein or term or condition of the Agreement made by the Homeowner with the City in connection with the Program, after the Homeowner has been given due notice by the City of such non-performance, and an opportunity to cure, as hereinafter set forth.
  - B. Failure of the Homeowner to perform any covenant, agreement, term or condition in any instrument including a lien upon the Property or any part thereof.
  - C. The City discovery of the Homeowner's failure in the Application to the City from the Homeowner to disclose any act deemed by the City to be a material fact on the basis of which the City entered into this Declaration or the Agreement or the City's discovery of any misrepresentation by, or on behalf of, or for the benefit of the Homeowner.

Notwithstanding the foregoing, and at the sole discretion of the City, upon providing notice to the Homeowner of its determination that the Homeowner is in default of the terms of this Declaration, the City may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, the Agreement, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the City, at its sole discretion, determines, and each amount paid, if any, by the City to cure any such default shall be paid by the Homeowner to the City at the legal rate of interest from the time of expenditure and shall constitute a lien against the Property which may be foreclosed if not discharged and satisfied within six (6) months of expenditure of such funds by the City. The City shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.



11. If the Homeowner fails, neglects or refuses to perform any of the material provisions, terms and conditions set forth herein, or required under the Agreement, for any material breach of this Declaration, City shall have the right to file in a court of competent jurisdiction an action for:
  - A. Enforcement of it's reversionary interest in the Property and forfeiture of all Homeowner's right, title and interest in the Property for a breach of the restrictive covenants contained in this Declaration;
  - B. Due and unpaid real estate taxes, assessments, charges and penalties for which Homeowner is obligated to pay under the terms of this Declaration or the Agreement;
  - C. The reasonable cost of repair of any physical damage or waste to the Property other than damage caused by ordinary wear and tear, acts of God or public authorities, and any other amounts for which Homeowner is obligated to pay under the terms of this Declaration or the Agreement; and
  - D. Such other remedies as are available at law or equity.

The exercise or attempted exercise by the City of any right or remedy available under this Declaration or the 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 as an election of remedies. Homeowner shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the City, in connection with the exercise of any right or remedy by the City under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the City to enforce any of it's rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration or the Agreement shall not bar or breach any of the City's rights or remedies on any subsequent default. Before the City shall pursue any of it's rights or remedies under this Declaration, the City shall first give Homeowner written notice of the default complained of, which such notice shall be given in the manner provided for in the Agreement. Homeowner shall then have ten (10) working days from the date such notice is given to cure or correct any default.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

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

*Laurie A. Conner*  
LAURIE A CONNER  
Witness Name - Printed or Typed

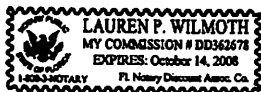
By: *Margarette H. Hayes*  
Margarette Hayes, Manager, HCD

*Sheila Solar*  
SHEILA SOLAR  
Witness Name - Printed or Typed

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 28 day of January 2005, by Margarette Hayes, Manager, HCD of the City of Fort Lauderdale, who is personally known to me and did not take an oath.

(SEAL)



*Lauren P. Wilmoth*  
Notary Public, State of Florida  
Signature - Notary taking Acknowledgment  
Lauren Wilmoth  
Name of Notary  
Typed, Printed or Stamped

WITNESSES:

Laren Reese  
Laren Reese  
Witness Name - Printed or Typed  
Dene. Brooks  
GRG  
Witness Name - Printed or Typed

HOMEOWNER(S):

Jean Robert Bien-Aime  
Jean Robert Bien-Aime  
Print or Type Name  
Violette Bien-Aime  
Violette Bien-Aime  
Print or Type Name

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27 day of January, 2005, by Jean Robert Bien-Aime/Violette Bien-Aime, who is personally known to me or has produced Florida Driver License /Florida Driver License as identification and did not take an oath.

(SEAL)



Lauren P. Wilmoth  
Notary Public, State of Florida  
Signature - Notary taking Acknowledgment  
Lauren Wilmoth  
Name of Notary  
Typed, Printed or Stamped

7452792-00

Return To:  
RESIDENTIAL TITLE SERVICES, INC.  
17757 US 19 NORTH, SUITE 250  
CLEARWATER, FLORIDA 33784

Prepared by: JENNY TREDAWY  
WACHOVIA MORTGAGE CORPORATION  
1100 Corporate Center Dr (NC4723)  
Raleigh, NC 27607

12009105

[Space Above This Line For Recording Data]

State of Florida

## MORTGAGE

FHA Case No.

0929380895

MIN 100013700074527928

THIS MORTGAGE ("Security Instrument") is given on March 24, 2003  
The Mortgagor is JEAN ROBERT BIEN-AIME AND VIOLETTE BIEN-AIME  
HUSBAND AND WIFE

1040 ALABAMA AVENUE , FORT LAUDERDALE, FL 33312

, whose address is

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WACHOVIA MORTGAGE CORPORATION  
("Lender") is organized and existing under the laws of NORTH CAROLINA , and  
has an address of 1100 Corporate Center Dr., Raleigh, NC 27607-5066  
Borrower owes Lender the principal sum of  
Sixty-Nine Thousand, One Hundred Fourteen and No/100

Dollars (U.S. \$ 69,114.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2023

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of

FHA Florida Mortgage with MERS - 4/96

4N(FI) (0102)

Amended 2/01

Page 1 of 8

Initials: JVB

VMP MORTGAGE FORMS - (800)521-7951



9

7452792-00

Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in  
BROWARD County, Florida:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 1040 ALABAMA AVENUE [Street]  
FORT LAUDERDALE [City], Florida 33312 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

4N(FL) (0102)

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Initials: *HLV*

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

Initials: *[Signature]*



7452792-00

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

7452792-00

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es)).

☐ Condominium Rider  
☐ Planned Unit Development Rider


☐ Growing Equity Rider  
☐ Graduated Payment Rider

☐ Other [specify]

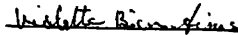
7452792-00

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

  
David A Robb

  
JEAN ROBERT BIEN-AIME (Seal)  
-Borrower

  
VIOLETTE BIEN-AIME (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF FLORIDA,

Brevard County ss:

The foregoing instrument was acknowledged before me this 3-24-03

by

Jean Robert Bien-Aime

Violette Bien-Aime

who is personally known to me or who has produced as identification.

Drivers License



David A. Robb  
Commission # DD122792  
Expires June 7, 2006  
Brevard Tarr  
Atlantic Bonding Co., Inc.

  
Notary Public

**EXHIBIT "A"**

**LOT 30, BLOCK 6, MELROSE PARK SECTION 3, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT 29, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA.**

**PARCEL ID NUMBER: 10207-03-15900**

**COMMONLY KNOWN AS: 1040 ALABAMA AVE  
FT LAUDERDALE, FL 33312**





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

LOG

9/11/18

Today's Date: 9/10/2018

DOCUMENT TITLE: Satisfaction of Mortgage – Jean Robert Bien-Aime and Violette Bien-Aime

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: 9/10/18 LS  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 9/10/18

4) City Manager's Office: CMO LOG #: Sep-26 Date received from CCO: 9/10/18

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 \*\*\***