

CITY OF FORT LAUDERDALE

REPLACEMENT HOUSING PROGRAM LOAN AGREEMENT

THIS IS AN AGREEMENT, made and entered into this 6  
day of March 1997, by and between:

CITY OF FORT LAUDERDALE, FLORIDA, a  
municipal corporation organized and  
existing under the laws of Florida,  
referred to as "City",

and

RENA MAE JAMES, a single woman and  
GLORIA KEATON POWELL, a single woman  
referred to as "Property Owner(s)".

In consideration of the mutual promises, covenants and  
agreements, and other good and valuable considerations, the  
receipt of which is acknowledged, the parties agree to and are  
bound as follows:

1. CONSTRUCTION LOAN FINANCING.

The City's construction loan financing and this  
agreement are subject to compliance with the existing City of  
Fort Lauderdale Housing Programs and Guidelines, included and  
made a part hereof by reference, and the following terms:

(a) Purpose. The loan proceeds shall be used solely in  
connection with the construction of and related soft  
costs for the Project as described in the Work Items  
Specifications and Drawings (attached hereto and  
incorporated as a part of this agreement as Attachment  
A), located at 419 N. W. 21st Terrace, Fort Lauderdale,  
Florida, and legally described as:

Lot 7, Block 3, of RIVER GARDENS, according to the  
Plat thereof, as recorded in Plat Book 19, Page 23 of  
the Public Records of Broward County, Florida; said  
lands situate, lying and being in Broward County, FL.  
(hereinafter the Property).

(b) Loan Amount. The principal amount of the loan  
shall not exceed \$ 43,301.24; provided, however,  
that this Agreement may be modified by the parties  
during construction to increase the principal amount by  
a maximum of an additional ten percent (10%), to reflect  
additional costs for contingencies to conform the  
Project work to building code requirements; and further,  
provided, that the principal amount shall not exceed the

Program maximum.

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

(d) Terms of Repayment. Payment on the principal amount of the loan shall be due: (1) upon the sale, transfer or lease of the Property, except as a result of the transfer to heirs or devisees of the Property Owner(s) or other income eligible persons, and the heirs or devisees or other income eligible persons occupy the Property in accordance with the then existing City of Fort Lauderdale Housing Programs and Guidelines; or (2) upon the use of the Property for non-residential purposes; or (3) in the event the Property is not being maintained in standard condition; or (4) upon a material breach of this Agreement by Property Owner(s). The Property Owner(s) shall provide annual certifications to this effect and allow periodic inspections at the discretion of the City during this period. The Property Owner(s) reserve the right to prepay, at any time, all or any part of the principal amount of the loan without the payment of penalties, premiums or interest, except in the event of default.

Upon the occurrence of one of the events described above, the entire unpaid principal amount remaining on the loan shall become immediately due and payable, without notice or demand, and interest as determined by the City shall begin to accrue thereon after thirty (30) calendar days from the date of cancellation or default, in the maximum amount permitted by law.

In addition, all or part of the principal shall be payable in the case of replacement housing provided on a lot other than the Owner(s)' existing lot, as follows:

(1) If the existing lot is not sold prior to the purchase of the replacement housing property, the Property Owner(s) shall execute a mortgage to City encumbering the Property Owner(s)' existing lot. Such mortgage shall provide that upon conveyance of such lot, and after satisfaction of all other liens prior in time to such mortgage and the costs of the sale, the remainder of the proceeds shall next be applied to reduce the principal amount of the loan provided for in this Agreement, except that any closing costs and a maximum downpayment of 10% that was paid by the Property Owner(s) to purchase the replacement property, may be reimbursed to the Property Owner(s).

(2) If the existing lot is sold prior to the purchase of the replacement housing property, then upon conveyance of such lot, and after satisfaction of all other liens prior in time to such mortgage and the costs of the sale, the remainder of the

proceeds shall be next applied to reduce the principal amount of the loan provided for in this Agreement, except that any closing costs and a maximum downpayment of 10% may be applied to the purchase of the replacement property.

(e) Security. The loan shall be secured by a Mortgage on the Property Owner's interest in the Property and upon all residential dwellings and improvements located on the Property.

(f) Closing. The Closing on the loan shall occur on or before the fifth working day after the date of this Agreement. The Closing shall be conducted at a place as may be selected and designated by the City.

(g) Anti-Collusion. The Property Owner(s) acknowledges and understands that in obtaining bids for the construction work to be awarded in connection with the loan and in accordance with this Agreement, that the Property Owner(s) shall not divulge, discuss, nor collude with any prospective contractor who shall be a party to the solicitation for bids to be provided in connection with this Agreement, by discussing the terms and amount of financing being made available to the Property Owner(s) or otherwise offer information to bidders that may create a collusionary relationship between bidder(s) and the Property Owner(s).

(h) Escrowing. As a ministerial function, the City shall serve solely in the capacity of an escrow agent for the Property Owner(s), only in the event that the otherwise exceed the policies and guidelines on Property determining maximum reasonable costs for the otherwise Construction Program, or for contract items for exceed additional work which are at the sole cost of Property Owner(s). In such case the deposit from the Property Owner(s) shall be provided to the City at the Closing on the loan for the additional funds or the cost the 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(s) 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(s) 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.

(i) Disbursements. As a ministerial function, the City shall serve in the capacity of a disbursing agent for the Property Owner(s). The loan proceeds made available to the Property Owner(s) shall be disbursed by the City for all hard and soft costs related to the construction construction improvements and the financing charges and fees related to the Project. Payments for financing

charges and fees incurred by the City shall be disbursed directly by the City to the payee, and the Property Owner(s) shall receive a written record of these charges on the disclosure statement provided at the Closing, as may be amended from time to time.

Disbursements for hard costs to the General Contractor shall be made payable to both the Property Owner(s) 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(s) shall not unreasonably withhold approval of any partial and final payments to the General Contractor, subject to the requirements set forth or referred to in the program guidelines.

(j) Conditions Precedent. The City's ministerial 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(s) deliver to the City the following:

(1) Copies of insurance policies or certificates of insurance evidencing Standard Fire and Extended Coverage Insurance and Flood Insurance with coverage in the previously mentioned maximum loan amount for the number of units in the structure 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 Property. In the event any sum of money becomes payable under such policy or policies, the 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(s) 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 any disbursements of the loan proceeds; said insurance coverage to be maintained by the Property Owner(s) in full force and effect during the term of this Agreement.

(2) A fully paid mortgage title insurance policy in an American Land Title Association (ALTA) form

acceptable to the City in the amount of the loan appearing on the Note and the Mortgage, used to secure the loan (either of which adjust the loan amount), unless a lesser amount is otherwise determined acceptable at the sole discretion of the City. Such policy shall insure the Mortgage to be a valid lien on the premises, free and clear of all defects and encumbrances not approved by the City, and shall contain no survey exceptions unless waived at the discretion of the City.

(3) Owner approval for the City to have performed a termite inspection, and, if required, any termite treatment work arising in connection with said inspection.

(4) Evidence that this Agreement, the Mortgage and Note, as well as, the Property Owner(s) and General contractor Agreement have been duly executed and delivered to the City, and that said documents are enforceable against the Property Owner(s) in accordance with their respective terms.

(5) Determination that no default as defined in this Agreement, the Mortgage and Note, or any other document executed or delivered in connection with the loan made in accordance with this Agreement has occurred up to the time of disbursements, whether they be partial or final disbursements.

(k) Assumption. The remaining principal amount of this loan may be assigned to or assumed only by heirs or devisees of the Property Owner(s) or other income eligible persons, under the same conditions of this 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.

(l) Future Subordination. This Agreement and the Mortgage securing the loan made to the Property Owner(s) may be subordinated in favor of a lending institution for the purpose of refinancing the existing mortgage debt or obtaining new mortgage debt on the Property. The Property Owner(s) shall submit to City a written request to subordinate, with supporting documents, including, but not limited to, the identity of the lending policies institution and its proposed subordination agreement, the amount and interest rate of the new or refinanced mortgage, and an explanation describing the reasons the Property Owner(s) is refinancing or obtaining a new and mortgage. The City's Director of Economic Development shall recommend to the City Manager whether to approve the City's subordinating its Mortgage. The guidelines subordination is in the best interest of the Property Owner(s) and the City. Unless other circumstances warrant it, subordination will generally be disapproved if:

(1) At least one (1) year has not elapsed from the date of closing.

(2) At least two (2) years have not elapsed from the date of the last subordination, if applicable.

(3) If a refinance of existing mortgage debt is involved, the new mortgage note is at an interest rate less than two percentage points lower than on the existing mortgage debt and if less than a majority of the cash received by the Property Owner(s), if any, will be utilized to improve the Property.

In no event will a subordination be approved if the ratio of the total mortgage debt to the value of the Property (after future construction) exceeds ninety-five percent (95%). The City Manager shall have the Owner(s) authority to enter into a subordination agreement on behalf of the City.

(m) Events of Default. The Property Owner(s) selects a acknowledge and understand that the provisions as specified below in this paragraph constitute the definition of and lists the events of default as shall be specified in the Mortgage and referred to in the Note used to secure the loan being made under this Agreement.

(1) Nonperformance by the Property Owner(s) of any covenant, agreement, term or condition of this Agreement or the Mortgage or Note; or of any other agreement heretofore, herewith or hereafter made by the Property Owner(s) with the City in connection with such indebtedness, after the Property Owner(s) have been given due notice by the City of such nonperformance.

(2) Failure of the Property Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of the City's mortgage.

(3) The City's discovery of the Property Owner(s) failure in the Application to the City from the Property Owner(s) to disclose any fact deemed by the City to be material for the making of this loan, or in any of the agreements entered into by the City with the Property Owner(s) [including, but not limited to, the Mortgage and Note or any other agreements arising in connection with this loan and entered into by the Property Owner(s)] of any misrepresentation by, or on behalf of, or for the benefit of the owner.

Notwithstanding the above and at the sole discretion of the City, upon providing notice to the Property Owner(s)

of its determination that the Property Owner(s) are in default of this Agreement, the Mortgage or the Note, the City may, from time to time, cure each default by making any payment owed or by any other means needed to cure a default, under any covenant or agreement in any instrument creating a lien upon the Property, or any part thereof, which shall have priority over the lien of the Mortgage, to such extent as the City may exclusively determine, and each amount paid, by the City to cure any default shall be paid by the Property Owner(s) to the City, and the City shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

(n) Rescission of Agreement. This Agreement may be terminated by the Property Owner(s) by providing written notice to the City within three (3) business days from the date of which the last of the following four (4) events shall have occurred:

- (1) The date of this Agreement;
- (2) The date of receipt of the Notice of Right to Cancellation;
- (3) The date of receipt of the Truth in Lending Disclosure Statement; or
- (4) The date of Closing and signing of the original Mortgage and Note.

However, in the event a future advance is deemed by the City to be necessary or required, the City shall provide the Property Owner(s) with such additional notice as may be required in accordance with this Agreement. A future advance shall not be grounds for rescission of the original Note and Mortgage to which this Agreement is appended.

## 2. INDEMNIFICATION.

It is agreed by and between the City and the Property Owner(s) that the Property Owner(s) shall protect, defend, indemnify and hold harmless the City of Fort Lauderdale, its officers, employees and agents, from and against any and all claims, lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly out of or resulting in connection this Agreement. Without limiting the foregoing, any and all such claims, lawsuits, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged

violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Property Owner(s) further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

### 3. 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) Any Notice to or demand upon the Property Owner(s) shall be sufficiently given if delivered at the residence of the Property Owner(s) located at and previously described in this Agreement, (or such other location as the Property Owner(s) may from time to time designate in writing to the City), or if posted through the United States mail by registered mail in a sealed, postage-prepaid envelope, addressed to the Property Owner(s) at the address previously stated herein, or such other address as the Property Owner(s) may from time to time designate in writing to the City.

(c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the Property Owner(s), be delivered to: City of Fort Lauderdale, Community Development Division, P.O. Box 14250, Fort Lauderdale, Florida 33302, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, addressed to said address.

(d) 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.

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



WITNESSES:

CITY OF FORT LAUDERDALE

Patsy H. Adams

By [Signature]  
Mayor

Dorothy O'Leary

By [Signature]  
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]  
City Clerk

Approved as to form:

[Signature]  
City Attorney  
[Signature]

WITNESSES:

Dawn Keys  
Elena Mainstany

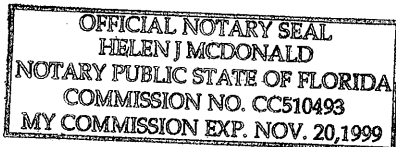
PROPERTY OWNER(S)

Rena Mae James  
Rena Mae James  
Gloria Keaton Powell  
Gloria Keaton Powell

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this February 14, 1997, by Rena Mae James and Gloria Keaton Powell, who are personally known to me or has/have produced Florida State ID & Florida Driver License as identification and who did not take an oath.

(SEAL)



Helen J. McDonald  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

HELEN J. MCDONALD  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 11/20/99

CC510493  
Commission Number

0%rplcagrm 3/29/96  
contractor whose costs

PLANNING & COMM. DEV.

— DEC 31 A 8:37

PREPARED BY AND RETURN TO:  
DAVID E. FELDHEIM, ESQ.  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

97-627015 T#001  
12-02-97 08:30AM

\$ 15.75  
DOCU. STAMPS-MTGE

RECVD. BROWARD CNTY

COUNTY ADMIN.

CITY OF FORT LAUDERDALE  
PROPERTY REHABILITATION PROGRAM

MODIFICATION OF RESIDENTIAL MORTGAGE AND PROMISSORY NOTE

\$ 43,301.24 AMOUNT OF ORIGINAL NOTE  
\$ 4,421.77 AMOUNT OF INCREASE/DECREASE THIS MODIFIED NOTE  
                      
\$ 47,723.01 AMOUNT OF NEW MODIFIED NOTE

21 THIS MODIFICATION OF RESIDENTIAL MORTGAGE, and PROMISSORY NOTE made this day of Oct, 1997, by and between Rena Mae James and Gloria Keaton Powell hereinafter "MORTGAGOR", and City of Fort Lauderdale, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE".

WITNESSETH:

WHEREAS, on April 4, 1997, MORTGAGOR executed and delivered unto MORTGAGEE a Housing Improvement Program Promissory Note, hereinafter "NOTE", in the amount of \$ 43,301.24, together with a Residential First Mortgage, hereinafter "MORTGAGE", of even date and recorded in Official Records Book 26348 at Page 0133, of the Public Records of Broward County, Florida, securing payment of the indebtedness evidenced by said NOTE and encumbering real property located, situate and being in Broward County, Florida, described as: \_

— Lot 7, Block 3 of RIVER GARDENS, according to the Plat thereof, as recorded in Plat Book 19, Page 23, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

WHEREAS, the MORTGAGOR has now utilized \$ 47,721.77 and the parties desire to modify the NOTE and MORTGAGE accordingly; and

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties, hereto, MORTGAGOR and MORTGAGEE covenant and agree as follows:

1. That the aforementioned MORTGAGE and NOTE are both modified as follows:

→ City of Ft. Land.  
101 NE 3rd Ave. #200  
Ft. Land, FL 33301

BK 27345 PG 0315

②  
ed

A. The indebtedness secured by this MORTGAGE is hereby modified to be in the principal amount of \$ 47,721.77.

B. The NOTE is hereby modified to be in the principal amount of \$ 47,721.77.

2. When the terms and provisions contained in the aforementioned MORTGAGE and NOTE, in any way conflict with the terms and provisions contained in this Modification of MORTGAGE and NOTE, the terms and provisions herein contained shall prevail, and as modified herein. The aforementioned MORTGAGE and NOTE are hereby ratified and confirmed.

3. This Modification of MORTGAGE and NOTE shall be binding on the heirs, executors, administrators, successors and assigns of the MORTGAGOR and MORTGAGEE.

IN WITNESS WHEREOF, this Modification of MORTGAGE and NOTE has been duly signed and sealed by the parties.

WITNESSES:

Agnes Spence  
Signature  
Agnes Spence  
Print or type name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or type name

MORTGAGOR:

Rena Mae James  
Signature  
Rena Mae James  
Print or type name

419 N.W. 21st Terrace  
Address  
Ft Lauderdale, Fl 33311  
Address

MORTGAGOR:

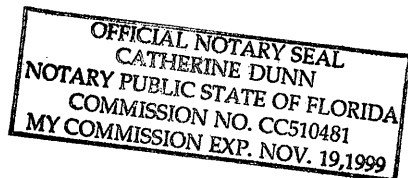
Gloria Keaton Powell  
Signature  
Gloria Keaton Powell  
Print or type name

419 N.W. 21st Terrace  
Address  
Ft Lauderdale, Fl 33311  
Address

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this date Oct 27, 1997 by Rena Mae James & Gloria Keaton Powell. They are personally known to me or has produced Florida Drivers License as identification and did not take an oath.

(SEAL)



Catherine Dunn  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Catherine Dunn  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 11-19-99  
Commission Number: CC510481

WIC  
Record - Return to  
GOLD & EISENBERG, P.A.  
PORT ROYALE FINANCIAL CENTER  
6550 NORTH FEDERAL HIGHWAY, SUITE 330  
FT. LAUDERDALE, FL 33308

#165  
PREPARED BY AND RETURN TO:  
DAVID E. FELDHEIM, ESQ.  
City of Fort Lauderdale  
P.O. Box 14250  
Fort Lauderdale, Florida 33302

97-216605 T#001  
04-30-97 06:45AM

\$ 151.90  
DOCU. STAMPS-MTGE

\$ 86.60  
INTANGIBLE TAX

RECVD. BROWARD CNTY  
B. JACK OSTERHOLT  
COUNTY ADMIN.

Space Reserved for Recording Information

CITY OF FORT LAUDERDALE  
HOUSING IMPROVEMENT PROGRAM MORTGAGE  
(REPLACEMENT HOUSING)

THIS MORTGAGE entered into on this 4<sup>th</sup> day of  
April, 1997, between Rena Mae James and Gloria Keaton Powell,  
hereinafter called, and if more than one party, individually, jointly  
and severally hereinafter called "Mortgagor", residing at 419 N. W.  
21st Terrace 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 FORTY THREE THOUSAND, THREE HUNDRED ONE AND  
24/100 (\$43,301.24), with 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 7, Block 3, of RIVER GARDENS, according  
to the Plat thereof, as recorded in Plat Book  
19, Page 23 of the Public Records of Broward  
County, Florida; said lands situate, lying  
and being in Broward County, Florida.

BK 26348 PG 0133

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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 or 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 acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

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

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

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

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and Note were executed and delivered to secure monies credited in full to the Mortgagor by the Mortgagee as or on account of a Replacement Housing Loan evidenced by the Note, for the purpose of purchasing the property described or referred to in the Housing Improvement Program Loan Agreement (Replacement Housing) made and entered into between the Mortgagor and Mortgagee on 4-4-97, 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.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the mortgaged property in good condition and state of repair and shall not suffer or permit any waste to any part thereof, and shall promptly comply with all the requirements of Federal, State and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

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

construction or installation of the Improvements.

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



with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

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

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

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

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

any of the following events:

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

(b) Default by the Mortgagor in the performance 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.

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 of the twelve monthly installments payable in the current calendar year, if any, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the mortgaged property during such year, or an amount to be determined by the Mortgagee based on rents of comparable properties; and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

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 Replacement Housing 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 used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

MORTGAGOR:

- Tyler Gold -  
Tyler Gold  
[Witness-print or type name]

X Renna Mae James  
Print Name Rena Mae James  
Address 419 N. W. 21st Terr.  
Ft. Lauderdale, FL

MORTGAGOR:

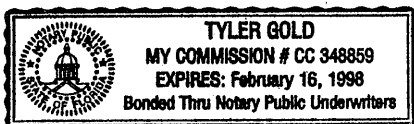
X Stacy Eisenberg  
Stacy Eisenberg  
[Witness-print or type name]

X Gloria Keaton Powell  
Print Name Gloria Keaton Powell  
Address 419 N. W. 21st Terr.  
Ft. Lauderdale, FL

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this April 4, 1997, by Rena Mae James who is personally known to me or has produced FL D.I.D. as identification and did not (did) take an oath. -ta-

(SEAL)



Tyler Gold

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

TYLER GOLD

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 2-16-98

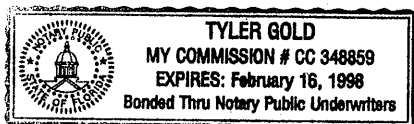
CC 348859

Commission Number

STATE OF Florida  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this April 4, 1997, by Gloria Keaton Powell who is personally known to me or has produced FL D.L. as identification and did not (did) take an oath.

(SEAL)



Tyler Gold

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

TYLER GOLD

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 2-16-98

CC 348859

Commission Number

8/29/94

CITY OF FORT LAUDERDALE

HOUSING IMPROVEMENT PROGRAM PROMISSORY NOTE  
(REPLACEMENT HOUSING - ZERO PERCENT)

AMOUNT: \$43,301.24

CASE NO.: RH 96-43

PROJECT NO.:

PLACE: 419 N. W. 21st Terr.  
Ft. Lauderdale, FL

ACCOUNT NO.: SHNANA7NA-8326

DATE: 4-4-97

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 FORTY THREE THOUSAND, THREE HUNDRED ONE AND 24/100 Dollars (\$43,301.24). Payment on the principal amount of this Note is deferred and without interest thereon until: (1) 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 or devisees of the Maker who are income eligible and make the property their principal residence; or (2) use of the property for non-residential purposes; or (3) the property is not maintained in standard condition; or (4) the event of a default in the Mortgage, or in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage; then the entire unpaid principal amount of this Note shall, become at once due and collectable without notice, time being of the essence, in accord with the Housing Improvement Program Loan Agreement (referred to as "Agreement") and the Mortgage executed simultaneously with this Note, which are incorporated verbatim and made a specific part of this Note by reference. The unpaid principal amount shall bear interest, at the maximum rate allowed by law, 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, FLORIDA.

The undersigned Maker reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties, interest or premiums. During the deferred payment term, this Note will not accrue interest. Any payment of this Note prior to any event of default during the term of the deferment shall be applied solely to the principal amount due on this Note.

If suit is instituted by the City to recover on this

BK26348PG0143

Note, the undersigned Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels.

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

The City agrees to look solely to the real estate located at 419 N. W. 21st Terrace, 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.

WITNESSES:

MAKER:

- Tyler GOLD -  
TYLER GOLD  
[Witness-print or type name]

X Rena Mae James  
Print Name Rena Mae James  
Address 419 N. W. 21st Terr.  
Ft. Lauderdale, FL

MAKER:

X Stacy Eisenberg  
Stacy Eisenberg  
[Witness-print or type name]

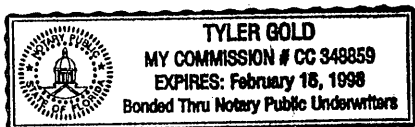
X Gloria Keaton Powell  
Print Name Gloria Keaton Powell  
Address 419 N. W. 21st Terr.  
Ft. Lauderdale, FL



STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this April 4, 1997, by Rena Mae James who is personally known to me or has produced a FL I.D. as identification and did not (~~did~~) take an oath.

(SEAL)



- Tyler Gold -  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Tyler Gold

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 2-16-98

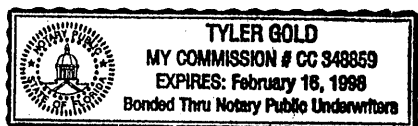
CC 348859

Commission Number

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this April 4, 1997, by Gloria Keaton Powell who is personally known to me or has produced a FL D.L. as identification and did not (~~did~~) take an oath.

(SEAL)



- Tyler Gold -  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Tyler Gold

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 2-16-98

CC 348859

Commission Number

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR