

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
CENTER FOR INDEPENDENT LIVING OF BROWARD, INC., PROVIDING STATE
HOUSING INITIATIVES PARTNERSHIP FUNDING FOR THE SPECIAL
NEEDS/BARRIER FREE STRATEGY FOR FISCAL YEAR 2019-2020 FUNDING**

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Center for Independent Living of Broward, Inc., a Florida not-for-profit corporation ("Sponsor") (collectively referred to as the "Parties").

RECITALS

- A. County is a recipient of Florida State Housing Initiatives Partnership ("SHIP") funds pursuant to Sections 420.907-420.9079, Florida Statutes, which provides funds to eligible local governments to create partnerships that produce and preserve affordable homeownership and multifamily housing for very low, low, and moderate income families.
- B. On June 2, 2020 (Board Agenda Item No. 19), the Board of County Commissioners of Broward County ("Board") adopted Resolution No. 2020-304, approving funding to Sponsor as a subgrantee for the special needs/barrier free strategy and authorizing County to enter into an agreement with Sponsor.
- C. On October 12, 2020, the Parties entered into the Agreement between Broward County and Center for Independent Living of Broward, Inc., Providing State Housing Initiatives Partnership Funding for the Special Needs/Barrier Free Strategy for Fiscal Year 2019-2020 Funding ("Agreement").
- D. On _____, 2021 (Board Agenda Item No. ____), the Board approved a budget resolution appropriating revenue generated during Fiscal Year 2019-2020 in the amount of Six Hundred Ten Thousand Eight Hundred Ninety-eight Dollars (\$610,898) for the purpose of recognizing Broward County SHIP Program funds, of which Two Hundred Thousand Dollars (\$200,000) would be distributed for special needs/barrier free assistance.
- E. The Parties desire to enter into this First Amendment to increase Sponsor's SHIP funds under the Agreement from One Hundred Twenty-six Thousand Five Hundred Twenty-seven Dollars (\$126,527) to Three Hundred Twenty-six Thousand Five Hundred Twenty-seven Dollars (\$326,527), modify the budget, funding allocations including to account for a portion for City of Coconut Creek SHIP Funds, and timeline for the Project, update the form of Mortgage and Promissory Note by adding the Maturity Date on the first page of each document, and remove the form of Declaration of Restrictive Covenants, which is no longer used as part of County's SHIP Program.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. **Format of Amendments**. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. **Effective Date**. This First Amendment shall be effective as of the date it is fully executed by the Parties.
4. **Article 5.1 of Agreement**. The first sentence of Article 5.1 of the Agreement is hereby amended as follows:

The maximum amount payable of SHIP Funds to Sponsor under this Agreement shall be ~~One Hundred Twenty-six Thousand Five Hundred Twenty-seven Dollars (\$126,527)~~ Three Hundred Twenty-six Thousand Five Hundred Twenty-seven Dollars (\$326,527).
5. **Article 5.2.3 of Agreement**. Article 5.2.3 of the Agreement is hereby amended as follows:

Execute a Mortgage, and Promissory Note, ~~and Declaration of Restrictive Covenants~~ in substantially the same forms attached hereto as **Exhibit D** and ~~Exhibit E~~, respectively, for each Eligible Household.
6. **Exhibit A of Agreement**. Exhibit A to the Agreement, Project Description, is hereby deleted and replaced in its entirety with **Exhibit A** attached hereto and incorporated herein.
7. **Exhibit B of Agreement**. Exhibit B to the Agreement, Costs/Budget for Project FY 2019, is hereby deleted and replaced in its entirety with **Exhibit B** attached hereto and incorporated herein.
8. **Exhibit C of Agreement**. Exhibit C to the Agreement, Timetable/Schedule for Project FY 2019, is hereby deleted and replaced in its entirety with **Exhibit C** attached hereto and incorporated herein.

9. **Exhibit D of Agreement.** Exhibit D to the Agreement, Form of Mortgage and Promissory Note, is hereby deleted and replaced in its entirety with **Exhibit D** attached hereto and incorporated herein.
10. **Exhibit E of Agreement.** Exhibit E to the Agreement, Declaration of Restrictive Covenants, is hereby deleted in its entirety.
11. **No Additional Modification of Agreement.** Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.
12. **Multiple Originals; Modifications; Conflict.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
13. **Incorporation.** This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.
14. **Representation of Authority.** Sponsor represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of Sponsor, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that Sponsor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Sponsor. Sponsor further represents and warrants that execution of this First Amendment is within Sponsor's legal powers, and each individual executing this First Amendment on behalf of Sponsor is duly authorized by all necessary and appropriate action to do so on behalf of Sponsor and does so with full legal authority.

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through Mayor or Vice Mayor, authorized to execute same by Board action of ____ day of _____, 20__, and CENTER FOR INDEPENDENT LIVING OF BROWARD, INC., signing through its Chief Executive Officer, duly authorized to execute same.

County

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2021.08.12 11:44:47 -04'00'

Christina A. Blythe (Date)
Assistant County Attorney

By: ANNIKA E. ASHTON Digitally signed by ANNIKA E. ASHTON
Date: 2021.08.13 01:17:18 -04'00'

Annika E. Ashton (Date)
Deputy County Attorney

CAB
First Amendment – CIL FY 19 20 SHIP Special Needs Barrier Free
8/4/2021
#583147v1

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
CENTER FOR INDEPENDENT LIVING OF BROWARD, INC., PROVIDING STATE
HOUSING INITIATIVES PARTNERSHIP FUNDING FOR THE SPECIAL
NEEDS/BARRIER FREE STRATEGY FOR FISCAL YEAR 2019-2020 FUNDING

SPONSOR

WITNESSES:

CENTER FOR INDEPENDENT LIVING OF
BROWARD, INC., a Florida not-for-profit
corporation



Signature

By: 

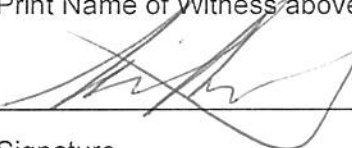
Authorized Signor

Brian Johnson

Print Name of Witness above

Corey Hinds, CEO

Print Name and Title

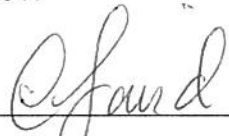


Signature

10th day of August, 2021

Isarah Woon

Print Name of Witness above

ATTEST:


Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



EXHIBIT "A"

PROJECT DESCRIPTION

FY 2019

SHIP Funds: \$326,527

Project Description - Broward County [including City of Coconut Creek, Margate and City of Weston] SHIP Program SPECIAL NEEDS Strategy

SHIP Funds in the amount of \$326,527 provided by COUNTY under the Agreement shall be used by CIL to provide SPECIAL NEEDS activities. A maximum of seven (7) Income Eligible Households shall be assisted for SHIP Eligible Activities under the SHIP Rules and Regulations.

MUNICIPALITY	FUNDING AVAILABLE	MAXIMUM AMOUNT PER UNIT	MAXIMUM UNITS TO BE ASSISTED
Broward County	\$75,504	\$40,000	Six (1)
City of Coconut Creek	\$0.00	\$40,000	Zero (0)
City of Margate	\$123,733	\$40,000	One (3)
City of Weston	\$127,290	\$40,000	One (3)
Totals	\$326,527	-	Seven (7)

COUNTY's Responsibilities:

Applicants shall be processed by COUNTY to determine income eligibility in accordance with COUNTY's Local Housing Assistance Plan guidelines.

Refer income eligible applicants to CIL.

Ensure that each Income Eligible Household assisted with SHIP Funds under the Agreement executes a Mortgage and Promissory Note, collects the applicable recording fees, and submits such documentation to COUNTY RECORDS for recording.

CIL's Responsibilities:

Provide COUNTY with an individual scope of work for each property to be assisted prior to committing any SHIP Funds.

Ensure a Notice to Proceed, in the form attached to the Agreement as Exhibit "H" is signed by all parties prior to commencing construction.

Ensure required building permits are issued.

Ensure all permits are approved by the appropriate building officials prior to submitting the final invoice for payment to COUNTY.

Ensure Eligible Household executes a final walk-through document in a form approved by COUNTY.

Ensure punch-list items are completed prior to submitting the final invoice for payment to COUNTY.

Ensure all liens are waived prior to submitting the final invoice for payment to COUNTY.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT

FY 2019

FUNDING SOURCE

<u>CATEGORY</u>	<u>SHIP FUNDS</u>	<u>TOTAL</u>
A. Construction costs	\$261,222	\$261,222.00
B. Project Delivery costs	\$26,122	\$26,122.00
C. Service Delivery costs	\$39,183	\$39,183.00
D. TOTALS	\$326,527	\$326,527.00

BUDGET NARRATIVE

A. Construction costs: Direct client subsidy - Cost of construction for a maximum of Seven (7) Income Eligible households. Construction costs to be included in each individual project's SHIP Mortgage and Note.

B. Project Delivery costs: Costs include, but are not limited to assessments, work write-ups (specifications) permits and all inspections services. Project delivery costs to be included in each individual project's SHIP Mortgage and Note.

C. Service Delivery costs: Overall project oversight and implementation of procurement procedures as stated in Article 2, in particular section 2.5.

D. Total SHIP Funds under the Agreement.

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT

FY 2019

<u>Work Task</u>	<u>Start- Up</u>	<u>Completion</u>
Assess referrals	Upon execution of Agreement by the Parties	December 30, 2021
Provide Monthly Progress Reports to COUNTY	One (1) month after execution of Agreement by the Parties	June 30, 2022
Provide Final Program Report to COUNTY	N/A	June 30, 2022

EXHIBIT "D"
[Delete reference to Exhibit "D" before recording]

MORTGAGE

Prepared by:
Housing Finance and Community Redevelopment Division
110 Northeast 3rd Street, Ste. 300
Fort Lauderdale, Florida 33301

MATURITY DATE:

**BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

**BROWARD COUNTY SHIP MORTGAGE
SPECIAL NEEDS STRAEGY**

This Mortgage to secure State Housing Initiative Program ("SHIP") financing ("Mortgage") is made this ___ day of _____, 20___, between _____ [Insert name(s) of the owners of the property] ("Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida ("Mortgagee"), and collectively referred to as "the Parties."

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of _____ and 00/100 Dollars (\$ _____), which indebtedness is evidenced by Mortgagor's Promissory Note dated _____ ("Note"), attached hereto and incorporated herein as Exhibit "A," providing for a ten (10) year forgivable loan ("Loan"), as further described in the Note; and

WHEREAS, Mortgagor acknowledges Mortgagee has been allocated SHIP funding from the State of Florida, pursuant to Sections 420.907 - 420.9079, Florida Statutes, and a portion of the SHIP Funds were provided to Mortgagor by Mortgagee for repair/renovation of the Property referred herein, pursuant to that certain agreement (hereinafter referred to as the "SHIP Funding Agreement") dated _____, 20___, incorporated herein by reference; and

WHEREAS, this Mortgage secures to Mortgagee (a) the payment of the Loan, and all extensions and modifications of the Note; and (b) the performance of Mortgagor's covenants and agreements under this Mortgage and the Note, to be attached to the Mortgage at the time of recording as Attachment "A," Mortgagor mortgages, grants, and conveys to Mortgagee the property whose legal description is included in the Note and located in Broward County, Florida, together with all improvements now or later erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or later attached to the property, all of which, including replacements and additions, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing shall constitute and refer to the "Property."

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

WHEREAS, this Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain mortgage from _____, Mortgagor, to _____ ("First Mortgagee"), dated _____, recorded in the Official Public Records of Broward County, Florida, at O.R. Book ____, Page ____ ("First Mortgage") securing that certain Promissory Note having an original principal face amount of _____ and 00/100

Dollars (\$ _____), dated _____, ("First Note"), made by Mortgagor payable to the First Mortgagee. [include this provision if applicable]

UNIFORM COVENANTS. The Parties covenant and agree as follows:

1. **Payments due under the Note.** Mortgagor shall pay when due all amounts evidenced by the Note, as provided for therein. Payment due under the Note and this Mortgage, if required, shall be made in U.S. currency. However, if any check or other instrument received by Mortgagee as payment under the Note or this Mortgage is returned to Mortgagee unpaid, Mortgagee may require that any or all subsequent payments due under the Note and this Mortgage be made in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) electronic funds transfer.

Payment shall be deemed received by Mortgagee when received at the location designated in the Note or at such other location as may be designated by Mortgagee in accordance with the notice provision herein. Mortgagee may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Mortgagee may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights, or prejudice to its rights to refuse such payment or partial payment in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted.

2. **Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Mortgagor shall promptly furnish to Mortgagee receipts, or other such documents acceptable to Mortgagee, evidencing such payments.

Mortgagor shall not voluntarily create, or permit, suffer to be created, or to exist, on or against the Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, in favor of which this Mortgage is expressly subject to as set forth above.

3. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or later erected on the Property insured against loss by fire and such other hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and/or floods for which insurance is required and as Mortgagee may require, in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Unless otherwise required by Mortgagee, all such insurance shall be affected 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 Mortgagee and all policies therefore shall be in such form and shall have attached loss payable clauses in favor of Mortgagee and any other party as shall be satisfactory to Mortgagee. The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to Mortgagee's approval; provided that such approval shall not be unreasonably withheld.

All insurance policies and renewals shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renew notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless the Parties otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured

by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within thirty (30) days after notice by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

During such repair and restoration period, Mortgagee shall have the right to hold such insurance proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly.

If the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and, in and to the proceeds (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Mortgagee may inspect the interior of the Property, including improvements, if applicable. Mortgagee shall give Mortgagor notice at the time of, or prior to, such an interior inspection specifying such reasonable cause.

4. **Preservation and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property, and will promptly comply with all the requirements of federal, state, and local governments pertaining to such Property or any part thereof. No building or other structure or improvement, fixture or personal property mortgaged, shall be removed or demolished without the written consent of Mortgagee. Mortgagor shall not make, permit, or suffer any alteration or addition to any building or other structure or improvement now, or which may later be erected or installed upon the Property, or any part, nor will Mortgagor use, or permit or suffer the use of, any of the 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 Mortgagee.

5. **Protection of Mortgagee's Security.** Mortgagee may, at its option, upon notice to Mortgagor, make such appearances, disburse such sums, and take such action as is necessary to protect Mortgagee's interest, if Mortgagor fails to perform the covenants or agreements contained in this Mortgage or, if any action or proceeding is commenced which materially affects Mortgagee's interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements, or proceedings involving a bankruptcy.

6. **Note Due.** The amount of the Note, as provided for therein, shall become due at the option of Mortgagee: (a) after Mortgagor's failure to exhibit to Mortgagee, within ten (10) calendar days after demand, receipts showing payment of all taxes, water rates, sewer rates, and assessments; or (b) after the actual or threatened alteration, demolition, or removal of any building on the Property without the written consent of Mortgagee; or (c) after the assignment of the Property, or any part, without the written consent of Mortgagee; or (d) if the buildings on the Property are not maintained in reasonably good repair; or (e) after failure to comply with any requirement, order, notice of violation of law, or ordinance issued by any governmental entity claiming jurisdiction over the Property; or (f) in the event of the removal, demolition, or destruction in whole, or in part, of any of the fixtures, chattels or articles of personal property covered, unless the same are promptly replaced by similar fixtures, chattels, and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances and free from any reservation of title; or (g) after thirty (30) calendar days' notice to Mortgagor, in the event of the passage of any law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (h) if any default occurs thirty (30) calendar days after notice and demand; or (i) after default, notice, and demand either in assigning and delivering the policies insuring the Property against loss by fire or in reimbursing Mortgagee for premiums paid on such insurance, as provided; or (j) if Mortgagor fails to keep, observe, and perform any of the other covenants, conditions, or agreements contained in this Mortgage after Mortgagor is given notice and a demand to cure as provided in Section 16.

7. **Actions or Proceedings Commenced.** If any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the debt secured by this Mortgage), to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by MORTGAGOR, together with interest at the statutory rate per annum, and any such sum including the related interest shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured by this Mortgage, the provisions of law respecting the recovering of costs, disbursements, and allowances shall prevail unaffected by this covenant.

8. **Mortgagor's Loan Application.** Mortgagor shall be in default if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent, gives materially false, misleading, or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Mortgagor's occupancy of the Property as a qualified Income Eligible Household and use of the property as Mortgagor's primary residence. The term Income Eligible Household refers to one (1) or more natural persons or a family as determined by COUNTY to be very low income (0% - 50%), low income (51% - 80%) of the area median income published annually by the United States Department of Housing and Urban Development or moderate income (81% - 140%) of the median income published annually by the Florida Housing Finance Corporation, both for the Fort Lauderdale HMFA; Miami-Fort Lauderdale-Pompano Beach Metropolitan Statistical Area (MSA), adjusted for family size.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part, or for conveyance in lieu of condemnation, are assigned and shall be paid to Mortgagee. The proceeds referred to in this section shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date the notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, to the sums secured by this Mortgage.

10. **Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** Extension of time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee for exercising any right or remedy, including, without limitation, Mortgagee's acceptance of payments from third persons, entities, or successors in interest or in amounts less than the amount then due, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

12. **Joint and Several Liability; Successors and Assigns Bound; Captions.** Mortgagor obligations and liability shall be joint and several. Any successor in interest of Mortgagor who assumes Mortgagor's obligations under this Mortgage in writing, and is approved by Mortgagee, shall obtain all of Mortgagor's rights and benefits under this Mortgage. Mortgagor shall not be released from Mortgagor's obligations and liability under this Mortgage unless Mortgagee agrees to such release in writing. The

covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define any specific provision.

13. **Notice.** All notices given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. Any notice to Mortgagor in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by first class mail or when actually delivered to Mortgagor's notice address if sent by other means. The notice address shall be the Property address unless Mortgagor has provided Mortgagee with a designated substitute address for notice. Mortgagor shall promptly notify Mortgagee of Mortgagor's change of address. If Mortgagee specifies a procedure for reporting Mortgagor's change of address, then Mortgagor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to Mortgagee shall be given by delivering it or by mailing it by first class mail to Mortgagee's address noted at the beginning of this Mortgage unless Mortgagee has designated another address by notice to Mortgagor. Any notice in connection with this Mortgage shall not be deemed to have been given to Mortgagee until actually received by Mortgagee. If any notice required by this Mortgage is also required under Florida law, the Florida law requirement will satisfy the corresponding requirement under this Mortgage.

14. **Governing Law; Severability; Rules of Construction.** This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of Florida law. Florida law might explicitly or implicitly allow the Parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Mortgage or the Note conflicts with Florida law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and Note are declared to be severable.

As used in this Mortgage: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. **Transfer of the Property; Assumption.** No part of the Property or any interest in the Property shall be sold or transferred by Mortgagor without Mortgagee's consent consistent with Section 21. If Mortgagor sells or transfers any interest or part in the Property, the sum due under the Note and secured by this Mortgage shall become immediately due and payable. If the amount becomes due and payable, Mortgagee shall mail Mortgagor a notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is received within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may without further notice or demand on Mortgagor, invoke any available legal remedies. So long as Mortgagor remains an owner and occupant of the home, the forgivable Loan shall be reduced at the rate of one tenth (1/10) per year on the anniversary date of this Mortgage and the Note. As a condition of the Loan reduction, Mortgagor shall be required to furnish to the Broward County Housing Finance and Community Redevelopment Division evidence of compliance with the ownership and occupancy requirement.

NONUNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

16. **Acceleration; Remedies.** Upon Mortgagor's breach of any covenant in this Mortgage, the Note, or the Declaration of Restrictive Covenants executed of equal date herewith, including the covenant to pay, when due, any sums secured by this Mortgage shall be accelerated. Mortgagee, prior to acceleration, shall mail notice to Mortgagor specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property, or enforcement of the covenants contained in the Declaration of Restrictive Covenants executed by Mortgagor simultaneously with the

execution of this Mortgage. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

17. **Mortgagor's Right to Reinstate.** Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to an entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including, but not limited to, attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sum due as security for this Mortgage and comply with the terms of the SHIP Funding Agreement shall remain in full force and effect.

18. **Default.** After the happening of any default, Mortgagor shall, upon demand of Mortgagee, surrender possession of the Property to Mortgagee, and Mortgagee may enter such Property, and let the same and collect all rents which are due or to become due, and apply the same, after payment of all charges and expenses on account of indebtedness secured by this Mortgage, and all such rents and all leases existing at the time of such default are assigned to Mortgagee as further security for the payment of the indebtedness secured, and Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to Mortgagee.

In the event that Mortgagor occupies the Property or any part thereof, Mortgagor agrees to surrender possession of such Property to Mortgagee immediately after any such default, such possession shall be as a tenant of Mortgagee, and Mortgagor shall pay in advance, upon demand by Mortgagee, as a reasonable monthly rental for the premises occupied by Mortgagor, an amount at least equivalent to one twelfth (1/12) of the aggregate of the twelve (12) monthly installments payable in the current calendar year, 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, and upon the failure of Mortgagor to pay such monthly rental 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 Mortgagee, who shall give notice of such determination to Mortgagor, and in the case of foreclosure and the appointment of a receiver of the rents, the covenant shall inure to the benefit of such receiver.

19. **Appointment of a Receiver.** 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 Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

20. **Occupancy.** If Mortgagor transfers title to the Property prior to the end of the ten (10) year Loan term, or fails to own and occupy the Property as a primary residence, or upon the death of the undersigned, unless title to the Property vests in an eligible person pursuant to the SHIP Rules and Regulations described in the SHIP Funding Agreement to which this Mortgage is an exhibit, or fails to comply with the terms and conditions of this Mortgage, the amount due under the Note shall immediately become due and payable to Mortgagee.

21. **Transfer of the Property or a Beneficial Interest in Mortgagor.** "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee may require immediate payment in full of any amount due Mortgagee as security under this Mortgage based on the annual reduction in the amount owed based on compliance with the terms of this Mortgage. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by federal and state law.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration in accordance with Section 16. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

22. Mortgagor's Right to Reinstate After Acceleration. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Mortgage; (b) such other period as federal and state law might specify for the termination of Mortgagor's right to reinstate; or (c) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Mortgagee's interest in the Property and rights under this Mortgage; and (d) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Mortgage, and Mortgagor's obligation to pay the sums secured by this Mortgage, shall continue unchanged. Mortgagee may require that Mortgagor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, secured instrument and obligations shall remain fully effective as if no acceleration had occurred.

Neither Mortgagor nor Mortgagee may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Mortgage or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Mortgage, until such Mortgagor or Mortgagee has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. If Florida law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

23. Hazardous Substances. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Mortgagor shall promptly give Mortgagee written notice of (a) 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 Mortgagor has actual knowledge, (b) any Environmental Condition, including, but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Mortgage shall create any obligation on Mortgagee for an Environmental Cleanup.

24. **Attorneys' Fees.** As used in this Mortgage and the Note, attorneys' fees shall include those awarded by a trial court, an appellate court, and any attorneys' fees incurred in a bankruptcy proceeding.

25. **Jury Trial Waiver.** Mortgagor waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or the Note.

26. **Term of Mortgage.** The term of this Mortgage shall be ten (10) years from the date of execution of this Mortgage, consistent with the long-term affordability period of ten (10) years provided for in the Note.

27. **Recordation.** This Mortgage shall be recorded in the Official Public Records of Broward County, Florida, by Mortgagee at the expense of Mortgagor.

28. **Satisfaction of Mortgage.** Upon payment or reduction of all sums secured by this Mortgage and performance of all improvements and obligations provided for in this Mortgage, Mortgagee shall execute a Satisfaction of Mortgage without charge to Mortgagor and record same in the Official Public Records of Broward County, Florida.

29. **Mortgagor's Copy.** Mortgagor shall be provided one (1) copy of the Note and this Mortgage.

[Remainder of Page Intentionally Left Blank]

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage and in any Rider executed by Mortgagor and recorded with it.

IN WITNESS WHEREOF, Mortgagor, _____, has executed this Mortgage.

MORTGAGOR

WITNESSES:

Signature _____

By: _____

Print Name _____

Signature _____

Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, 20____, by _____, as _____ of _____, a _____ who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

EXHIBIT "E" [delete Exhibit "E" at time of recording and insert "Attachment "A" to Mortgage"]

**PROMISSORY NOTE
SHIP PROGRAM**

MATURITY DATE:

**BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

FOR VALUE RECEIVED the undersigned, _____, [insert name(s) of the owners of the property] ("MAKER"), promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, together with any other holder ("HOLDER") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other place as HOLDER may from time to time designate in writing, an amount of _____ Dollars and 00/100 (\$_____) ("Loan"), to be paid in lawful money of the United States of America, as follows:

1. The real property ("Property") securing this transaction is legally described as: See Exhibit "A" to Promissory Note attached, and the property address is _____.

2. HOLDER has been allocated SHIP Program funding by the State of Florida pursuant to Sections 420.907 - 420.9079, Florida Statutes, pursuant to that certain agreement between Broward County and _____ ("SHIP Funding Agreement") dated _____, 20__, incorporated herein by reference, and the Property referred to herein to be repaired/renovated with a portion of the SHIP Funds provided by Mortgagee to _____.

3. The Loan provided under this Promissory Note ("Note") shall remain fixed for a term of ten (10) years, commencing on the date of execution. The Loan provided under this Note is a zero percent (0%) interest rate forgivable loan ("Loan"). Upon the anniversary date of the tenth year, the Mortgage shall be deemed satisfied, and the amount due under this Promissory Note shall be forgiven if MAKER complies with the terms herein, which amount shall be paid by HOLDER on behalf of MAKER in accordance with the terms provided for herein. The Loan shall not be subject to the payment of interest. This Note is secured by the Mortgage executed between MAKER and Broward County of equal date herewith, and recorded in the Official Public Records of Broward County, Florida, by HOLDER at the expense of MAKER.

4. If, MAKER transfers title to the Property without HOLDER's written consent as provided for in Section 21 of the Mortgage, the remaining amount under this Note as provided for in Section 3 shall immediately become due and payable by MAKER to HOLDER.

5. If MAKER fails to utilize the Property for the purpose stated in the Mortgage, or fails to comply with the terms and conditions of the Mortgage (each deemed an "Acceleration Event"), or where the Property is no longer occupied by an Income Eligible Household, the remaining amount under this Note as provided for in Section 3 is payable either upon the conveyance of title (legal or equitable) to all or any portion of the Property used to secure this Note, or upon the death of the undersigned, unless title to the Property vests in an eligible person pursuant to the SHIP Rules and Regulations described in the SHIP Funding Agreement to which this Note is an exhibit, such Acceleration Event shall be deemed a violation of this Note. The term Income Eligible Household refers to one (1) or more natural persons or a family as determined by COUNTY

to be very low income (0% - 50%), low income (51% - 80%) of the area median income published annually by the United States Department of Housing and Urban Development or moderate income (81% - 140%) of the median income published annually by the Florida Housing Finance Corporation, both for the Fort Lauderdale HMFA; Miami-Fort Lauderdale-Pompano Beach Metropolitan Statistical Area (MSA), adjusted for family size.

6. In the event MAKER is required to pay HOLDER any amounts due under this Note, subject to the annual amount forgivable each year under this Note, shall be payable to HOLDER at the following address: Broward County Housing Finance and Community Redevelopment Division, 110 NE 3rd Street, 3rd Floor, Fort Lauderdale, Florida 33301, after MAKER is given notice and a demand to cure as provided for in Section 16 of the Mortgage.

7. If suit is instituted by HOLDER to recover under this Note, the MAKER shall pay all costs of such collection including reasonable attorney's fees and court costs. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

8. Demand, protest, and notice of demand and protest are waived and the undersigned 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.

9. This Note is secured by the Mortgage executed by MAKER to Broward County, of even date herewith, and recorded in the Official Public Records of Broward County, Florida.

10. If MAKER performs all covenants and conditions of this Note and Mortgage, and if there has been no Acceleration Event on or before the Maturity Date, HOLDER shall execute a Satisfaction of Mortgage releasing MAKER from the obligations under the Mortgage and this Note.

IN WITNESS WHEREOF, MAKER, _____, has executed this Note this
_____ day of _____, 20__.

WITNESSES:

MAKER(s)

By: _____
Signature

By: _____
Signature

By: _____
Signature

By: _____
Signature

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____ of _____, a _____ who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires: