

## ASSIGNMENT OF MORTGAGE

This **ASSIGNMENT OF MORTGAGE**, dated as of \_\_\_\_\_, 2021 (as the same may be amended, modified, or supplemented from time to time, "Assignment") is made and entered by BROWARD COUNTY, a political subdivision of the State of Florida ("Assignor") and CITY OF \_\_\_\_\_, a Florida municipal corporation ("Assignee" and together with Assignor, the "Parties").

### RECITALS

A. On [\_\_\_\_\_, 20\_\_], [\_\_\_\_\_] ("Mortgagor") executed and delivered that certain [Amended and Restated] Mortgage in favor of Assignor, as recorded in the Official Records of Broward County, Book [\_\_\_\_], Pages [\_\_\_\_] ("Mortgage") securing that certain [Amended and Restated] Promissory Note in the amount of [\$\_\_\_\_\_] ("Loan") executed by Mortgagor in favor of Assignor ("Note").

B. The Note was financed with [ CDBG/ SHIP ] funding allocated to Assignee and the Note will be assigned and endorsed by Assignor to Assignee contemporaneously with this Assignment.

C. The Parties desire that the Mortgage be assigned to Assignee pursuant to this Assignment.

D. Mortgagor is joining in the execution of this Assignment in order to evidence their consent hereto and in order to agree that the Mortgage shall be effective to secure the obligations of the Mortgagor to the Assignee as more fully set forth therein and herein.

**NOW THEREFORE**, in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Section 1. Assignment. The Assignor assigns and sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to, and under the Assigned Documents. This Assignment is made and shall be without recourse, warranty, or representation of the Assignor.

Section 2. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

Section 3. Counterparts; Electronic Signatures. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. To the fullest extent permitted by applicable law, electronically transmitted, or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

Section 4. Governing Law. It is the intention of the Parties hereto that this Assignment and the rights and obligations of the Parties hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Florida, without reference to its conflicts of laws and principles.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (Agenda Item No. \_\_\_\_), and CITY OF \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**ASSIGNOR:**

BROWARD COUNTY

By \_\_\_\_\_  
Bertha Henry, County Administrator

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Bertha Henry, as County Administrator, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Printed name of officer taking acknowledgment)

My commission expires:

Approved as to form by Office of the County  
Attorney  
Andrew J. Meyers, County Attorney

By \_\_\_\_\_  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

**ASSIGNEE:**

CITY OF \_\_\_\_\_

By \_\_\_\_\_  
[Name, Title]

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Printed name of officer taking acknowledgment)

My commission expires:



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**  
**[INSERT]**