

Return recorded document to:
Broward County Housing and Urban Planning Division

110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
Suzanne Weiss
BCHUP
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

MORTGAGE AND NOTE MODIFICATION AGREEMENT

☐ HOME ☐ CDBG ☒ SHIP ☐ OTHER: _____

This Mortgage and Note Modification Agreement ("Mortgage and Note Modification") amends the Mortgage to Secure State Housing Initiative Partnership (SHIP) Program Financing for Home Repair ("Mortgage") and the State Housing Initiative Partnership (SHIP) Program Promissory Note ("Note") recorded on July 1, 2025, in Instrument No. 120301357, in the Official Records of Broward County, Florida, and attached hereto collectively as Exhibit A (together, "Mortgage and Note").

This Mortgage and Note Modification does not increase the principal amount of debt secured under the Mortgage and Note. Therefore, no additional documentary stamp tax is due.

This Mortgage and Note Modification is made this _____ day of _____, 2025, by and between JOHN CARL FINEO and STEPHANIE KATHLEEN FORD-FINEO, husband and wife, whose address is 1050 Country Club Drive, #405, Margate, Florida 33063 (each a "Maker," collectively "Makers"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Ave, Fort Lauderdale, Florida 33301 ("Holder").

- A. The Holder is the owner and holder of the Mortgage and Note in the original principal amount of Forty-Three Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$43,595.00), secured by the property more particularly described in Exhibit B, ("Property") now co-owned by JOHN CARL FINEO and STEPHANIE KATHLEEN FORD-FINEO, husband and wife.
- B. Maker JOHN CARL FINEO executed the Mortgage and Note in favor of Holder on June 20, 2025.
- C. The Mortgage and Note did not include his wife, STEPHANIE KATHLEEN FORD-FINEO, as a Maker.

- D. Maker JOHN CARL FINEO thereafter executed a Quitclaim Deed recorded on July 23, 2025, as Instrument No. 120340628, in the Official Records of Broward County, Florida, which conveyed to JOHN CARL FINEO and STEPHANIE KATHLEEN FORD-FINEO, as tenants by the entirety, all right, title, and interest in and to the Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Makers and Holder agree as follows:

1. The Mortgage is hereby amended to replace the name and description of the Mortgagor with JOHN CARL FINEO and STEPHANIE KATHLEEN FORD-FINEO, husband and wife.
2. The Note is hereby replaced in its entirety by the replacement promissory note attached hereto as Exhibit C.
3. All stipulations, provisions, conditions, and covenants of the Mortgage and Note shall remain in full force and effect except as herein modified.
4. This Mortgage and Note Modification Agreement shall be recorded by Holder in the Official Records of Broward County, Florida and shall become effective upon recordation.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Makers and Holder have executed this Mortgage and Note Modification Agreement: Broward County, through its Board of County Commissioners, signing by and through the County Administrator, authorized to execute same by Board action on the ____ day of _____, 2025 (Agenda Item No. ____), and Makers.

WITNESSES:

MAKERS

Sign Name: _____

By: _____

Print Name: _____

John Carl Fineo

Address: _____

____ day of _____, 2025

Sign Name: _____

By: _____

Print Name: _____

Stephanie Kathleen Ford-Fineo

Address: _____

____ day of _____, 2025

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by John Carl Fineo and Stephanie Kathleen Ford-Fineo, as Makers, ☐ who ☐ are personally known to me or ☐ who have produced _____ as identification.

[Notary Seal]

Print Name: _____

Notary Public

Commission Number: _____

My Commission Expires: _____

WITNESSES:

Sign Name: _____

Print Name: _____

Address: _____

Sign Name: _____

Print Name: _____

Address: _____

HOLDER

BROWARD COUNTY, a political
subdivision of the State of Florida,
by and through Its County Administrator

By: _____
Monica Cepero
County Administrator

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

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2025, by
_____ as Holder, ☐ who ☐ is personally known to me or
☐ who has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public
Commission Number: _____
My Commission Expires: _____

Exhibit A

MORTGAGE AND NOTE

2

Return recorded document to:
Broward County Housing Finance Division (BCHFD)
110 Northeast 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
Andy Chandra
BCHFD
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

INSTR # 120301357
Recorded 07/01/25 at 02:52 PM
Broward County Commission
11 Page(s)
Mtg Doc Stamps: \$152.60
Int Tax \$0.00
#2

MATURES: [insert date note is signed] 20 day of June, 2035

MORTGAGE TO SECURE **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)** **PROGRAM FINANCING FOR HOME REPAIR**

This Mortgage to Secure State Housing Initiatives Partnership (SHIP) Program Financing for Home Repair ("Mortgage") is made this 20 day of June, 2025, between John Carl Fineo, a married man, whose address is 1050 Country Club Drive #405, Margate, FL 33063-3279 (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

- A. Mortgagee is a recipient of Florida State Housing Initiatives Partnership program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code (collectively, the "SHIP Rules and Regulations") and has agreed to loan a portion of Mortgagee's SHIP program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).
- B. Mortgagor is indebted to Mortgagee in the principal sum of Forty-three Thousand Five Hundred Ninety-five and 00/100 Dollars (\$43,595.00) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter 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 hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and the Note.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Zero percent (0%) of the initial Loan's principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagee shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a first mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.



11

2. **Term of Mortgage.** The term of this Mortgage shall be ten (10) years from the date of execution of the Note.
3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.
4. **Insurance.**
 - (a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.
 - (b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.
 - (c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.
 - (d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any 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 thereby 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.
 - (e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
 - (f) If, under Section 16 hereof, 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 thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.
6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.
7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. Care of Property.

- (a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, 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 used, without the prior written consent of Mortgagee.
- (b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagee shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagee shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagee shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. Transfer of the Property; Assumption.

- (a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.
- (b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

- 10. Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. 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. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, 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 Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the

Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the SHIP Rules and Regulations, as may be amended from time to time.
12. **Protection of Mortgagee's Security.** 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 interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.
13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.
14. **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 part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph 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 of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.
15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:
 - (a) Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.
 - (b) If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
 - (c) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.
 - (d) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage,

or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

- (e) Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgagee in writing of the occurrence or existence of any such default.
 - (f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.
 - (g) Any action prohibited herein.
 - (h) The transfer or lease of the Property to a third party.
 - (i) The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.
16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default 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. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.
17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, 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. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.
18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to 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 reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida by the Mortgagee at the expense of Mortgagee.
20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

Initial: 

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**
22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.
23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.
24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.
25. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or 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 the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.
26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.
27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

Initial 

IN WITNESS WHEREOF, MORTGAGOR, John Carl Fineo, has executed this Mortgage.

WITNESSES:

Sign Name: R. L. V.

Print Name: Rumie Higgins

Address: 2222 NE 1st Way
Brynton Beach, FL 33435

Sign Name: Nicole Test

Print Name: Nicole Test

Address: 888 NW 62nd St.
Ft. Lauderdale, FL 33309

State of Florida)
County of Broward) SS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, John Carl Fineo, as Mortgagor, who is personally known to me or who has produced FL ID Card as identification.



Nicole Test
Comm.: HH 483456
Expires: Jan. 22, 2028
Notary Public - State of Florida

Nicole Test
Print Name: Nicole Test

Notary Public, State of Florida at Large
Commission No. HH 483456

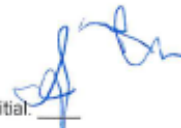
My Commission Expires: 01/22/2028

**ATTACHMENT A TO MORTGAGE TO
SECURE SHIP FINANCING FOR HOME REPAIR**

Legal Description: The Condominium Parcel known as Apartment 405 of ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM TWO-T, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5948, Pages 343 through 392, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, and Certificate of Amendment recorded in February 18, 1975, in Official Records Book 6110, Page 882; all of the Public Records of Broward County, Florida.

Parcel Identification Number: 4841 35 A8 0320

Street Address: 1050 Country Club Drive #405, Margate, FL 33063-3279

Initial: 

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
PROGRAM PROMISSORY NOTE**
Broward County SHIP Program Home Repair Assistance Forgivable Loan

\$43,595.00

MATURES: [insert date note is signed] 20 day of June, 2035

FOR VALUE RECEIVED, the undersigned **John Carl Fineo, a married man** ("Maker"), whose address is **1050 Country Club Drive #405, Margate, FL 33063-3279**, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of **Forty-three Thousand Five Hundred Ninety-five and 00/100 Dollars (\$43,595.00)** ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This State Housing Initiatives Partnership ("SHIP") Promissory Note ("Note") is secured by a Mortgage to Secure SHIP Program Financing for Home Repair ("Mortgage") of even date herewith, executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.
2. Holder is a recipient of Florida SHIP program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code (collectively, the "SHIP Rules and Regulations") for eligibility activities, as set forth in the SHIP Rules and Regulations.
3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Zero percent (0%) of the initial Loan's principal amount shall be forgiven each year on the anniversary of the date of execution of this Note, provided the Maker has complied with all the terms of this Note and the Mortgage. Upon the expiration of the term of the Mortgage securing this Note, which date is the tenth (10th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied, upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.
4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.
5. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.
6. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.
7. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.
8. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

9. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

IN WITNESS WHEREOF, MAKER, John Carl Fineo, has executed this Note.

WITNESSES:

Sign Name: RIL J

Print Name: RONNIE HOGGINS

Address: 2222 WE 1st WAY
BOYNTON BEACH, FL 33435

Sign Name: Nicole Test

Print Name: Nicole Test

Address: 588 NW 62nd St
Ft. Lauderdale, FL 33309

State of Florida)
County of Broward) SS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, by John Carl Fineo, as Maker, who is personally known to me or who has produced FL ID card as identification.



Nicole Test
Comm.: HH 483456
Expires: Jan. 22, 2028
Notary Public - State of Florida

Nicole Test
Print Name: Nicole test

Notary Public, State of Florida at Large
Commission No. HH 483456

My Commission Expires: 01/22/2028

ATTACHMENT A TO SHIP PROMISSORY NOTE

Legal Description: The Condominium Parcel known as Apartment 405 of ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM TWO-T, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5948, Pages 343 through 392, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, and Certificate of Amendment recorded in February 18, 1975, in Official Records Book 6110, Page 882; all of the Public Records of Broward County, Florida.

Parcel Identification Number: 4841 35 A8 0320

Street Address: 1050 Country Club Drive #405, Margate, FL 33063-3279

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long vertical stroke extending downwards.

Exhibit B

LEGAL DESCRIPTION

Legal Description: The Condominium Parcel known as Apartment 405 of ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM TWO-T, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5948, Pages 343 through 392, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, and Certificate of Amendment recorded February 18, 1975, in Official Records Book 6110, Page 882; all of the Public Records of Broward County, Florida.

Parcel Identification No: 4841 35 A8 0320

Street Address: 1050 Country Club Drive, #405, Margate, FL 33063-3279

Exhibit C

REPLACEMENT PROMISSORY NOTE

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
PROGRAM PROMISSORY NOTE**

Broward County SHIP Program Home Repair Assistance Forgivable Loan
(Replaces in its entirety Promissory Note executed by John Carl Fineo, recorded July 1, 2025, in
Instrument #120301357 in the Official Records of Broward County, Florida)

\$43,595.00

MATURES: 20th day of June, 2035

FOR VALUE RECEIVED, the undersigned **John Carl Fineo and Stephanie Kathleen Ford-Fineo, husband and wife** (collectively, "Maker"), whose address is **1050 Country Club Drive #405, Margate, FL 33063-3279**, promise to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of **Forty-three Thousand Five Hundred Ninety-five and 00/100 Dollars (\$43,595.00)** ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This State Housing Initiatives Partnership ("SHIP") Promissory Note ("Note") is secured by a Mortgage to Secure SHIP Program Financing for Home Repair ("Mortgage") recorded July 1, 2025, in Instrument #120301357 in the Official Records of Broward County, Florida, subsequently revised and modified by a Mortgage and Note Modification Agreement of even date herewith, executed in favor of Holder, and recorded simultaneously herewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.
2. Holder is a recipient of Florida SHIP program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code (collectively, the "SHIP Rules and Regulations") for eligibility activities, as set forth in the SHIP Rules and Regulations.
3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date June 20, 2035, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied, upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.
4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.
5. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

6. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.
7. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.
8. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**
9. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

IN WITNESS WHEREOF, MAKER, **John Carl Fineo and Stephanie Kathleen Ford-Fineo**, have executed this Note.

MAKERS

By: _____

John Carl Fineo

____ day of _____, 2025

By: _____

Stephanie Kathleen Ford-Fineo

Address: _____

____ day of _____, 2025

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by John Carl Fineo and Stephanie Kathleen Ford-Fineo, as Makers, ☐ who ☐ are personally known to me or ☐ who have produced _____ as identification.

Print Name: _____

Notary Public

Commission Number:

My Commission Expires: _____

ATTACHMENT A TO SHIP PROMISSORY NOTE

Legal Description: The Condominium Parcel known as Apartment 405 of ORIOLE GOLF AND TENNIS CLUB CONDOMINIUM TWO-T, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 5948, Pages 343 through 392, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida, and Certificate of Amendment recorded February 18, 1975, in Official Records Book 6110, Page 882; all of the Public Records of Broward County, Florida.

Parcel Identification Number: 4841 35 A8 0320

Street Address: 1050 Country Club Drive, #405, Margate, FL 33063-3279