

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9 -11- 2007 Consent Regular
 Workshop Public Hearing

Department: HOUSING & COMMUNITY DEVELOPMENT

Submitted By: Housing and Community Development

Submitted For: Commission on Affordable Housing

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO: **A) Approve** up to \$7,500.00 in foreclosure prevention assistance to Ms. Ruth McMahon to avoid the foreclosure of her home, located at 1021 W 2nd Street, Riviera Beach, Florida. 33404.

Summary: This assistance is being provided under the County's local SHIP Program which assists income eligible very low and low income homeowners who are facing foreclosure. The goal of this strategy is to prevent foreclosure by paying up to six (6) months delinquent mortgage payments (PITI) to aid in bringing the mortgage current. These funds will be used to pay the delinquent mortgages, including late fees and attorney's fees, and other foreclosure associated costs. The property must be owner-occupied, and the homeowner must meet SHIP income qualification guidelines. Ms. McMahon lost her employment due to heart surgery and later suffering a stroke.

This mortgage assistance program is designed to provide a one time subsidy to eligible applicants. However, Ms. McMahon received \$7,500.00 in September 2006 from this program; and as a result, this is her second mortgage assistance subsidy request, which was recommended for approval by the CAH Advisory Committee on August 23, 2007. **Countywide** (TKF)

Background and Policy Issues: The Special Needs Mortgage Assistance Program approved February 20, 1996 (R96-238) provides very-low and low income households with financial assistance to pay delinquent mortgages, mortgage refinancing charges, late fees, or financial fees associated with foreclosure actions.

The qualifying criterion of the Special Needs Mortgage Assistance Program requires that there is a significant change in the family financial structure that results in a considerable loss of income to the household. These funds are awarded as a thirty (30) year conditional grant. The funds awarded become due upon the sale, transfer, or conveyance of the property. The due on sale or transfer provision would be triggered by: (a) Borrower sells, transfers or disposes of the home by sale, gift, bankruptcy or foreclosure; or (b) Borrower fails or ceases to occupy the home as their principal residence. Upon the first occurrence of any of these events, the entire amount of assistance provided will become immediately due and payable.

Attachments:

- 1) Reinstatement Letter from Shapiro & Fishman, LLP
- 2) Palm Beach County Property Appraiser's Report
- 3) Recorded Mortgage and Note

Recommended By: Edward B. Spohn 8/22/07
Housing & Community Development Director Date

Approved By: Sharon J. [Signature] 8/30/07
Assistant County Administrator Date

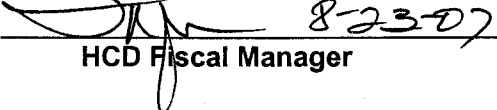
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>\$7,500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>< \$7,500 ></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	 <u>0</u>	 =	 =	 =	 =
 # ADDITIONAL FTE POSITIONS (Cumulative)	 —	 —	 —	 —	 —

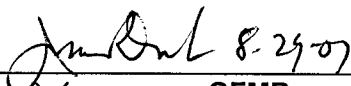
Is Item Included In Current Budget? Yes x No
 Budget Account No: Fund 1100 Agency 143 Org 7705 Object 8301- SH42/GY05 \$2100.90 and SH42/GY06 \$5399.10
 Program Code/Period:


B. Recommended Sources of Funds/Summary of Fiscal Impact:
 State SHIP Funds

C. Departmental Fiscal Review:  8-23-07
 HCD Fiscal Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 8-29-07
 OFMB 8/28/07 8/30/07 8/31/07 8/31/07

 8/30/07
 Contract Administration

B. Legal Sufficiency:

 8/29/07
 Assistant County Attorney

C. Other Department Review:


 Department Director

This summary is not to be used as a basis for payment.



SHAPIRO & FISHMAN, LLP

ATTORNEYS AT LAW

SUBMIT CASHIERS CHECK ONLY

March 24, 2007

THIS FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are under the protection of the U.S. Bankruptcy Code, this is NOT a demand for payment. This letter is provided for informational purposes only at your request.

RUTH MCMAHON
P.O. BOX 11591
RIVERIA BEACH, FL 33419

RE: REINSTATEMENT
Ruth Lavette McMahan
Property Address: 1021 West 2nd Street, Riviera Beach, FL 33404
Servicer: Everhome Mortgage Company F/K/A Alliance Mortgage Company
AMC Loan Number 0000114408
S & F Number 06-73075B

Dear Sir/Madam:

This firm represents Everhome Mortgage Company F/K/A Alliance Mortgage Company. Pursuant to your request, the below amount represents the total amount necessary to reinstate the subject mortgage as of today:

Table with 2 columns: Description and Amount. Includes rows for (September 15, 2006 - October 15, 2006) 2 months at \$409.12: \$818.24, (November 15, 2006 - March 15, 2007) 5 months at \$465.89: \$2,329.45, Inspection Fees: \$15.00, Appraisal Fee: \$85.00, Foreclosure Attorney Fees and Costs: \$2,450.60, Late Charges: \$157.37, OTHER FEES: \$24.75

Total For Reinstatement

\$5,880.41

1700

Gerald M. Shapiro
Also licensed in Illinois
David S. Kreisman
Licensed in Illinois only
Barry S. Fishman
Also licensed in Illinois,
& California

Marisa D. Ajmo
Beth E. Melamed
Colleen M. Colton
Susan C. Minor

Joseph N. Dayan*
Maria L. Pfohl*
Steven G. Powrozek*
John N. Stuparich*
Denise E. Elder*

*Tampa

Please be advised that we are continuing with foreclosure until such time as the total funds to reinstate the subject mortgage are received in our office at the address specified in this letter. A foreclosure sale may be pending. Funds received after the designated date and time of the clerk's foreclosure sale will not be accepted. It is the responsibility of the recipient of this quote and payer of the funds, to ascertain the date and time the clerk's foreclosure sale is scheduled and assure that funds are received in this office prior to that time.

Under the terms of your note and mortgage, you may also be responsible for any additional attorneys' fees, costs, and /or other charges and advances incurred after the date of this letter. Therefore, the amount on the date that funds are remitted may increase after the date of this letter. To avoid tendering an insufficient amount, it is necessary to contact our office prior to remitting funds to verify the amount.

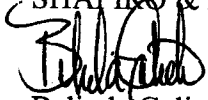
PLEASE CALL OUR OFFICE 24 HOURS BEFORE SENDING ANY FUNDS, TO VERIFY THAT YOU ARE SENDING THE CORRECT AMOUNT. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE REINSTATEMENT FUNDS.

Funds must be in the form of a CASHIER'S CHECK OR CERTIFIED FUNDS to the address listed on this letterhead. Make funds payable to **Everhome Mortgage Company** After we receive and verify the funds, and the funds are received by our client and applied accordingly, the lis pendens will be discharged.

Please call the Reinstatement/Payoff Department if you have any questions. Thank you.

Sincerely,

SHAPIRO & FISHMAN, LLP



Belinda Galindo
Legal Assistant

Gary R. Nikolits, C.F.A. Property Appraiser's Public Access System
Property Appraiser
[Home](#)

Property Information

Location Address: 1021 W 2ND ST [View Map](#)

Municipality: RIVIERA BEACH [Taxable Value Calculator](#)

Parcel Control Number: 56-43-42-32-11-000-8060
 Subdivision: RIVIERA BEACH HGTS ADD 9 IN
 Official Records Book: 17712 Page: 486 Sale Date: Oct-2004
 Legal Description: RIVIERA BEACH HEIGHTS NO 9 LT 806

Owner Information

Name: MCMAHON RUTH L [All Owners](#)

Mailing Address: 1021 W 2ND ST
 RIVIERA BEACH FL 33404 7625

Sales Information

Sales Date	Book/Page	Price	Sale Type	Owner
Oct-2004	17712/0486	\$100	SUMMARY ORDER	MCMAHON RUTH L
Jun-1990	06653/0723	\$100	QUIT CLAIM	WILLIAMS JEANETTE P EST

Exemptions

Regular Homestead: \$25,000 Year of Exemption: 2006
 Total: \$25,000

Appraisals

Tax Year:	2006	2005	2004
Improvement Value:	\$78,490	\$62,059	\$59,268
Land Value:	\$43,428	\$24,675	\$10,500
Total Market Value:	\$121,918	\$86,734	\$69,768

Use Code: 0100 Description: RESIDENTIAL
 * in residential properties may indicate living area.

Property Information
 Number of Units: 1
 *Total Square Feet: 1164

Assessed and Taxable Values

Tax Year:	2006	2005	2004
Assessed Value:	\$89,336	\$86,734	\$69,768
Exemption Amount:	\$25,000	\$25,000	\$0
Taxable Value:	\$64,336	\$61,734	\$69,768

[Structure Detail](#)

Tax Values

Tax Year:	2006	2005	2004
Ad Valorem:	\$1,507	\$1,502	\$1,760
Non Ad Valorem:	\$122	\$104	\$104
Total Tax:	\$1,629	\$1,606	\$1,864

Tax Collector WebSite

[Tax Calculator](#)
[Details](#)

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.

Gary R. Nikolits, CFA, Property Appraiser's Public Access System
Property Appraiser
[Home](#)

Owner Name: **MCAHON RUTH L**
 PCN Number: **56-43-42-32-11-000-8060**

Building Structural Data and Drawing are for the Current Tax Roll.

BUILDING 1 | BUILDING 2 | BUILDING 3 | BUILDING 4

Structural Element for Building 1		Subarea and Sq. Footage for Building 1	
1. Exterior Wall 1	CB STUCCO	No. Code	Description
2. Year Built	1961	1.	BAS BASE AREA
3. Air Condition Desc.	HTG & AC		Sq. Footage
4. Heat Type	FORCED AIR DUCT	2.	FST FINISHED STORAGE
5. Heat Fuel	ELECTRIC		48
6. Bed Rooms	2	3.	SFB SEMI FINISHED
7. Full Baths	2		BASE AREA
8. Half Baths	0		192
9. Exterior Wall 2	N/A	4.	UOP UNFINISHED OPEN
10. Roof Structure	GABLE/HIP		PORCH
11. Roof Cover	ASPH/COMP. SHG.		36
12. Interior Wall 1	DRYWALL	Total Square Footage : 1164	
13. Interior Wall 2	N/A	Total Area Under Air : 1080	
14. Floor Type 1	TERRAZZO MONO.	Drawing/Map	
15. Floor Type 2	N/A		
16. Stories	1		

Extra Feature

Description	Year Built	Units
Patio	1961	470
PATIO ROOF ALUMINUM OR STEEL	1961	200
UTILITY BUILDING	1961	108

Unit may represent the perimeter, square footage, linear footage, total number or other measurement of the feature depending on the feature described.

Detailed Land Information

Land Line #	Description	Zoning	Units	Acres
1.	SFR	RS8	1	0

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Gary R. Nikolits, CFA, Property Appraiser's Public Access System
Property Appraiser
[Home](#)

Owner Name: MCAHON RUTH L
PCN Number: 56-43-42-32-11-000-8060

Building Structural Data and Drawing are for the Current Tax Roll.

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Please Return To:
 Palm Beach Housing & Community Development
 Commission on Affordable Housing
 3323 Belvedere Road, Building 501
 West Palm Beach, Florida 33406

CFN 20060525602
 OR BK 20841 PG 1439
 RECORDED 09/13/2006 08:56:45
 Palm Beach County, Florida
 AMT 7,500.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Page 1439 - 1443; (5pgs)

THIS IS A SECOND BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$7,500.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

PALM BEACH COUNTY COMMISSION ON AFFORDABLE HOUSING

SECOND BALLOON MORTGAGE

THIS IS A SECOND BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$7,500.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE DEED

Executed this _____ day of _____ A.D. 2006 by Ruth McMahon (single), whose current address is 1021 West 2nd Street, Riviera Beach, FL 33404 hereinafter called the mortgagor, to Palm Beach County, whose address is 301 North Olive Ave., West Palm Beach, Florida 33401, hereinafter called the mortgagee:

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida viz:

LEGAL DESCRIPTION

Lot 806, Riviera Beach Heights No. 9 according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach county, Florida, recorded in plat book 26, page 235

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and at said land is free and clear of all encumbrances. In the event the subject property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the certain promissory note hereinafter substantially copied for identification, to wit:

See Attachment "A" attached hereto and made a part hereof and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND, Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value with a company acceptable to the mortgagee. The policy or policies to be held by, and payable to, said mortgagee.

In the event any sum or money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date hereof at the highest lawful rate then allowed by the laws of the State of Florida. In any event, as long as the property is encumbered by the original first mortgage, all property insurance payments and property tax payments are to be secured through escrow and paid by the first mortgage.

AND, Mortgagor agrees further that mortgagor shall reside in the mortgaged property as the Mortgagor's principal place of residence.

AND, Mortgagor further recognizes that any secondary or junior financing placed upon the mortgaged property, (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to protect its security; (c) could detract from the value of the mortgaged property should Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the mortgaged property and (d) require the Mortgagor to have housing expenses which exceed the guidelines for affordability under the SHIP program requirements.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) keeping the premises free of subordinate financing liens and (iv) meeting SHIP program requirements for affordability, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the mortgaged property or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which may be withheld for any reason, shall be an Event of Default hereunder.

For the purpose of and without limiting the generality of, the preceding sentence, the occurrence of any time of any of the following events shall be deemed to be an unpermitted transfer of title to the mortgaged property and therefore an Event of Default hereunder.

(a) any sale, conveyance, assignment or other transfer of or the grant of security interest in, all or any part of the title to the premises without the prior written consent of the Mortgagee.

(b) any new or additional liabilities without the prior written consent of Mortgagee. Any consent by the Mortgagee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this paragraph.

If any sum of money herein referred to be not promptly paid within 15 days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear of such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

THIS IS A SECOND BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$7,500.00 TOGETHER WITH ACCRUED INTEREST, IF ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of

Witness: [Signature]
Ruth McMahon, Mortgagor

[Signature] (Signature)
Ruth McMahon, Mortgagor

Witness: _____

N/A (Signature)
Mortgagor

PROPERTY ADDRESS
1021 West 2nd Street, Riviera Beach, FL 33404

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this _____ day of _____, 2006 A.D., before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ruth McMahon (single), who is/are personally known to me, or who has/have produced Florida driver's license or passport as identification and who did not take an oath.

Rita M. Powell
Rita M. Powell
Notary Public Signature

SEAL

My Commission expires: 1-29-10
Commission No.: DD49517



Please Return To:
Palm Beach Housing & Community Development
Commission on Affordable Housing
3323 Belvedere Road, Building 501
West Palm Beach, Florida 33406

ATTACHMENT A

PALM BEACH COUNTY COMMISSION ON AFFORDABLE HOUSING

PROMISSORY NOTE

Mortgage Assistance Program

Amount: \$7,500.00

Date: _____ 2006

Property Address: 1021 West 2nd Street, Riviera Beach, FL 33404
Place: Palm Beach County

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Palm Beach County, Florida, (herein called the "County"), acting by and through its Board of County Commissioners, the remaining balance on the principal sum of Seven Thousand Five hundred and 00/100 (\$7,500.00) dollars, which remaining balance shall be payable in full upon the sale, lease, or transfer of the property, identified and legally described in the Mortgage used to secure this Note, from the undersigned signing this Note (being the owner(s) having fee simple title to the mortgaged property) to any other person(s) without the prior written consent of the Mortgagee.

Upon the sale, transfer, conveyance or alienation of any part or all of the property within thirty (30) years of the date of this note, full repayment of the principal sum plus accrued interest, if any, plus any advancements made pursuant to the terms of the Mortgage, shall become immediately due and payable. Further, upon maturity of the First Mortgage in favor of _____ but no later than thirty (30) years from the date of the Note, full repayment of the principal sum plus accrued interest, if any, plus any advancements made pursuant to the terms of the mortgage shall become immediately due and payable.

In the event of a refund of any governmental fees to the undersigned, the undersigned assigns such reimbursement directly to Palm Beach County to be credited towards the total amount due under this Note.

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

The Note Holder consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money.

If default be made in the performance of any of the covenants, understandings and agreements obtained and entered into to secure financing used in connection with this Note or in said Mortgage, then the entire unpaid principal amount of this Note, together with accrued interest computed at a rate of eight percent per annum from the date of default, shall become at once due and payable, at the option of the County, without notice to the undersigned, time being of the essence. Failure of the County to exercise such option shall not constitute a waiver of such default, nor a waiver of the right to exercise the same in the event of any subsequent default. If this Note be reduced to judgment, such judgment shall bear the statutory interest due on judgments, but not to exceed eight percent per annum.

Thirty (30) years from the date of this Note, if the following two conditions have been met, the entire Note will be deemed satisfied and the Maker shall have no further obligation to the County under this Note:

1) There have been no defaults in the performance of any of the covenants, understandings and agreement obtained and entered into to secure financing used in connection with this Note or in said Mortgage; and

2) There has been no sale, transfer, conveyance or alienation of any part or all of the property secured in said Mortgage.

If suit is instituted by the County to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs at the trial and appellate levels.

THIS NOTE is secured by a Mortgage of even date herewith, duly filed for record in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waive(s), 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.

IN WITNESS WHEREOF, the Note has been duly executed by the undersigned as of its date.

 (Signature)
Ruth McMahon

_____ N/A _____ (Signature)

Property Address:
1021 West 2nd Street, Riviera Beach, FL 33404

G:\WPDATA\ENG\TKF\CAH\Promissory Note Revised by Tammy F..doc (9/1/04)