Agenda Item #: 5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:

July 8, 2008

[] Consent [X] Regular

Department:

Housing and Community Development

Submitted By:

Housing and Community Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: a) a subsidy loan in the amount of \$60,000 from the State Housing Initiative Partnership (SHIP) Program, and b) a third mortgage in the amount of \$60,000 from the Community Development Block Grant Program (CDBG) for a low income Palm Beach County employee participating in HCD's first-time homebuyer program.

Summary: Frank Harris III is a single man who has been employed with the Palm Beach County Water Utilities Department since 2005. He is seeking to purchase a townhome in the amount of \$185,000 which is consistent with the appraised value. The home is 1645 square feet, 3 bedrooms with 2 1/2 baths. This townhome was initially purchased by HCD in 2005 through the CDBG Local Homestead Pilot Program and is located at 9301 Lily Bank Court, Riviera Beach. Mr. Harris has secured a first mortgage in the amount of \$65,000 from Citi Mortgage, and has been qualified to receive \$60,000 in SHIP subsidy assistance and \$60,000 in deferred CDBG assistance. The subsidy assistance provided by Palm Beach County will consist of one mortgage and two separate promissory notes with no monthly payment and forgivable after thirty (30) years if the property remains owner-occupied by Mr. Harris. This request was presented to and recommended for funding by the Commission on Affordable Housing's Advisory Committee on April 24, 2008. These are State and Federal funds which require no local match (District 7) (TKF)

Background and Justification: On June 7, 2005 the Board of County Commissioners approved the HCD Local Homesteading Pilot Program (R-2005-1111 through R-2005-1119) to provide affordable housing opportunities to low-and-moderate-income homebuyers in the Palm Beach County CDBG jurisdiction exclusive of the Cities of Boca Raton, Boynton Beach, Delray Beach and West Palm Beach. The Board of County Commissioner through (R-2005-1111 through R-2005-1119) also authorized the Department of Housing and Community Development (HCD) to acquire five (5) homes with CDBG funds for resale to targeted groups and has been offering the homes to income eligible applicants at/or below market prices. On May 18, 1993, the Board of County Commissioners (BCC) adopted it's Affordable Housing Ordinance (No. 93-8 as amended) pursuant to the SHIP regulations outlined by the Florida Housing Finance Corporation (FHFC). The County's Commission on Affordable Housing (CAH) was established by the BCC in 1990 to administer the Robert E. Pinchuck Memorial Housing Trust Fund. The current SHIP Local Housing Assistance Plan (LHAP) adopted by the BCC on April 25, 2006 (R2006-0738) establishes how local SHIP program funds are to be allocated. The SHIP funds are used to facilitate the acquisition and construction of affordable single-family and multi-family/rental housing Palm Beach County. Additionally, under the LHAP, SHIP funding is also used for: foreclosure prevention; Rehabilitation, utility connection and impact fee payments; Home Ownership Development; Multifamily Rental Development; Disaster Mitigation; HOME Program Match; Rental Housing Entry Assistance; and architectural barrier removal.

Attachments	
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A. Copies of SHIP and CDBG Mortgages

B. Appraisal

Recommended by: Estuard W.

Department Director

Data

Approved By:

Assistant County Administrator

5 .

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	60,000				
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	60,000				
# ADDITIONAL FTE					<u> </u>
POSITIONS			,		
(Cumulative)	٥				
s Item Included In Curren Budget Account No.: Fund 1100 Unit 14	<u>-</u>	Yes_X	No	ID	· · · · · · · · · · · · · · · · · · ·
Fund <u>1100</u> Unit <u>14</u>	2 Olg <u>1703</u> O	bject <u>asu i</u> Pi	rogram Code/	Period BG ;	RFS51/GY0% - Φ Ο
Recommended Source Source:		ummary of F	iscal Impact:		
Approval of \$60,000 to Riviera Bead	Frank Harris	Item will pro	ovide one sul t with the pu	osidy loan in Irchase of a	n the amount on town house in
\$60,000 to	Frank Harris ch, Fl. al Review:	III, to assis	t with the pu	rchase of a	n the amount o
\$60,000 to Riviera Bead	Frank Harris ch, Fl. al Review:	III, to assis	t with the pu	rchase of a	n the amount o
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\$60,000 to Riviera Beach. Departmental Fiscal. OFMB Fiscal and/of OFMB Up of Section 1.5. Legal Sufficiency:	Frank Harrisch, Fl. III. RE Tr Contract De The Contract De The Contract De The Contract De The Contract De	Shairette Moviewelopment a	t with the pulajor,/Fiscal Major,/Fiscal Maj	anager I	town house in

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

Department Director

PURCHASE ASSISTANCE PROGRAM SECOND MORTGAGE

THIS IS A SECOND MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$120,000.00 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 ____July__, A.D. 2008__ by Frank Harris III (an unmarried man) whose current address is _129 NW 14th Street Delray Beach 33445 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 ATTACHED

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 Attachments "A" and "B" 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 for the term of this Mortgage.

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 (s), 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 within thirty (30) years of the date of this Mortgage or the expiration of the full term of the First Mortgage, whichever date is earlier, 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.

This Second Mortgage is expressly made si	ubject and subordinate to the terms ar	nd
conditions specified in that certain Mortgage	from Borrower to the first Lender, date	ed
Page	, in the Clerk's Office of Palm Bea	ch
County, Florida (the "First Mortgage") securing	that certain Note having an original princip	oal
face amount of SIXTY FIVE THOUSAND	and 00/100 (\$65,000.00) dollars, date	ed
2008 (the,, "First Note"), made by Bor	rrower payable to CITI MORTGAG	<u>}E</u>
(USA), Its successors and/or assigns as their i	interest may appear the ("First Lender")	_

If any provision of the Promissory Note or the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

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 MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$120,000.00 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: (Signature) Witness: Frank Harris III, Mortgagor (Signature) Witness: N/A PROPERTY ADDRESS: 9301 Lily Bank Court Riviera Beach, FL 33404 State of Florida **Palm Beach County** The foregoing instrument was acknowledged before me this _____ day of _______, 2008, by , who is (are) ____ and ____ personally known to me or who has produced as identification. Notary Seal Signature of Notary Public

My Commission expires:

Commission No.:

H:\PAP FILES, FORMS & REPORTS\08-CLIENTS\PILOT PROGRAMS\FRANK HARRIS\SECOND-MORTAGE HARRIS.DOC

SEAL

ATTACHMENT A

PROMISSORY NOTE

LOCAL HOMESTEADING PILOT PROGRAM/CDBG FUNDING

Amount: <u>\$60,000.00</u>
Date:
Property Address: 9301 Lily Bank Court Riviera Beach, FL 33404
Place: Palm Beach County, Florida

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 <u>Sixty Thousand Dollars and 00/100 (\$60,000.00)</u>, 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, lease, 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. In addition, the undersigned shall pay to County an amount equal to ten (10%) percent of any increase in value of the property from date of purchase. This amount shall be calculated by subtracting the original purchase price of \$\frac{185,000.00}{185,000.00}\$, from the value of the property at the time of sale, lease, transfer, conveyance or alienation of any part or all of the property, as determined by an independent real estate appraiser deemed acceptable to the County, and multiplying the difference by ten (10%) percent.

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 or the need to pay any increase in equity.

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 or expiration of the full term of the first Mortgage loan, whichever is earlier, 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, this Note has been duly executed by the undersigned, as of its date.

Name: Signature:	Name: Signature:
x	x
Frank Harris III	

H:\PAP Files, Forms & Reports\08-Clients\Pilot Programs\Frank Harris\HARDSHIP B\CLOSING DOCS\ATTACHMENT APROMISSORY NOTELOCAL HOMESTEADING PILOT PROGRAM Harris wpd

Please Return To:

Palm Beach Housing & Community Development Commission on Affordable Housing 160 Australian Avenue North, Suite 500 West Palm Beach, Florida 33406

ATTACHMENT B

PALM BEACH COUNTY COMMISSION ON AFFORDABLE HOUSING

PROMISSORY NOTE

PURCHASE ASSISTANCE PROGRAM SECOND MORTGAGE LOAN

Amount: \$60,000.00		Date: <u>July</u> , 2008
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Property Address: 9301 Lily Bank Court 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 **Sixty Thousand and 00/100 (\$60,000.00)** 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 or expiration of the full term of the first Mortgage loan, whichever date is earlier, 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.

This Promissory Note and the Second Morto	rage securing payment of this Promisson
Note is expressly made subject and subordina	ate to the terms and conditions specified in
that certain Promissory Note having an original	nal principal face amount of SIXTY FIVE
IHOUSAND and 00/100 (\$65,000.00) dollars	dated 2008 (the
"First Note"), made by Borrower payable to	the "First Lender") and
secured by	that certain Mortgage from Borrower to
the First Lender, dated 2008.	recorded in Page in
the Clerk's Office of Palm Beach County, Flori	da (the "First Mortgage").

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 any provision of this Promissory Note or the Buyer's Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

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 or expiration of the full term of the first Mortgage loan, whichever is earlier, 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.

This Note has	been dul	y executed by	the undersigned	l as of its date.
	2008.	-	•	

	(Signature)
FRANK HARRIS III	() 9
	(Signature)
N/A	, ,

Property Address:

9301 Lily Bank Court Riviera Beach, FL 33404



APPRAISAL OF REAL PROPERTY

LOCATED AT:

9301 LILY BANK CT. NORTH COUNTY PUD PL 2 LT T55 RIMERA BEACH, FL 33404

FOR: HOUSING PARTNERSHIP, INC. 2001 W. BLUE HERON BLVD. RIVIERA BEACH, FL 33404

AS OF:

01/22/2008

BY:

JOANNA S. POLLAK ST. CERT. RES. REA #4128

LAWSON VALUATION GROUP, INC. 8895 N. MILITARY TRAIL, SUITE 304-E PALM BEACH GARDENS, FL 33410



LAWSON VALUATION GROUP, INC. 8895 N. MILITARY TRAIL STE 304E PALM BEACH GARDENS, FL 33410

HOUSING PARTNERSHIP, INC. 2001 W. BLUE HERON BLVD., RIVIERA BEACH, FL 33404

Re: Property: 9301 LILY BANK CT. RIVIERA BEACH, FL 33404 BOTTOWER: FRANK HARRIS III

File No.: 400299R

in accordance with your request, we have appraised the above referenced property. The report of that appraisal is

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

it has been a pleasure to assist you. Please do not hesitale to contact me or any of my staff if we can be of additional

Sincerely,

JOANNA S. POLLAK ST. CERT. RES. REA #4128

	Uniform	Joanna Pollak (56 m Residential	•	oort Fin# 80	745 No. 8004 Page #4
L	The purpose of this summary appraisal report is to provide the	e lender/client with an accur	rate, and adequately suppor	ted, polition of the market v	alue of the subject property.
	Property Address 9301 LILY BANK CT.		City RIVIERA BEACH	State FL	Zip Code 33404
	BOTTOWER FRANK HARRIS III	Owner of Public Record	PALM BEACH COUN		ALM BEACH
	Legal Description NORTH COUNTY PUD PL 2 LT T55	5			
	Assessor's Parcel # 56-42-42-36-36-020-0550		Tax Year 2007	R.E. Taxes	\$ 46.00
13	Neighborhood Name TURTLE CAY		Map Reference 42-42-36	Census Tr	ict 10.02
	Occupant Owner Tenant Vacant	Special Assessments \$		PUD HOA \$ 175.00	per year per month
\bar{s}	Property Rights Appraised 🔀 Fee Simple 🔲 Leasehold	Uther (describe)			
	Assignment Type Purchase Transaction Refinance To		cribe)		
	Lendar/Client HOUSING PARTNERSHIP, INC.	Address 2001 W.	BLUE HERON BLVD.,	RIVIERA BEACH, FL 3	
	is the subject property currently affered for sale or has it been offe	ered for sale in the twelve mo	nths prior to the effective dat	te of this appraisal?	Yes 🛛 No
	Report data source(s) used, offering price(s), and date(s).				
-	10 #4 50 #4				
٥	I ☐ did ☒ did not analyze the contract for sale for the subject performed. CONTRACT NOT PROVIDED.	ct purchase transaction. Expla	un the results of the analysis	of the contract for sale or wi	y the analysis was not
Ħ	Parisings CONTRACT NOT PROVIDED.				
ΣY	Contract Price \$ 185,500 Date of Contract 3/2008				
2	Is there any financial assistance (loan charges sale consecutions	all as damman man a sales	owner of public record?	Yes No Data Source	(5)
S.	If Yes, report the total dollar amount and describe the floris to be	. Yest of Committeeth See 1912.	RCE, SEC.) TO DE PAIG DY AMY	party on Denait of the Dontown	n? ☐ Yes Ø No
	The state of the s	hen.	NONE KNOWN		
	Note: Race and the racial composition of the neighborhood a	tre not appraisal factors.			
	Neighborheod Characteristics	One-Unit Hot	eing Treorie	One-Unit Housing	Present Land Use %
	Location Urban Suburban Rural Proper	rty Values 🔯 Increasing	Stable 🖂 Decline		
	Built-Up Over 75% 25-75% Under 25% Deman	nd/Supply Shortage	☑ In Balance ☐ Over S		
	Growth Rapid X Stable Slow Market	ling Time Under 3 milis	3-6 mins Over 6		
	Maighborhood Boundaries N = BLUE HERON BI VD F		= 45TH ST W =	398 High 5	
3	HAVERHILL RD.	The state of the s	= 10111 01., 17 =	380 (Mg) 5	Commercial 20 %

Other

View RESIDENTIAL

Fannie Mae Form 1004 March 2005

04-21-'08 11:42 FROM-CPG Corporate

Pred

HAVERHILL RD. Neighborhood Description

Freddie Mac Form 70 March 2005

T-006 P004/016 F-019

PROPERTY IS 4 TO 8 MONTHS.

Utilities Pu	Ablic	Other (des	veribe)				Public	Other	(descr	(_	fi-site Impro	- deede .	Torse			Private
	Ž				Water		×		,			treet 2 LAN				ESIE:	
Gas [☐ NO			Sanitar	y Sewer	N N	Ħ				By NONE			}	┽	-
FEMA Special Fig	ood Haz	and Area	☐ Yes	⊠ No	FEMA A	and Zone	В		FEI	WA Map # 12				FEMA Ma	n Daka	10/15	<u> </u>
Are the utilities as	nd off-s	its impro	vernents typ	cical for the	market a	nea?	X Vec		Ma	H No decarbo			·	I CARA MA) Liquis	10/10/	1902
Are there any ach	verse si	le conditio	ons or exten	nal factors	(easeme	ils. encar	achmeni	s. env	mme	edal conditione	and us	es etc 17		es 🛛 No	H Vec	descab	
NO ADVERS	E EAS	SEMEN	TS/ENCF	ROACHM	ENTS I	NOTED	DURI	NG IN	ISPE	CTION, NO I	MI F	FYAM MA	De.	VO 1/2/110	11 100,	COOL ID	•
												1-7 Y -71 174 Y					
															•		
Gene		eription			Fo	undubor	1	-	End	erior Description	M	materials/c	nedition	Interior			/condition
Units 🗵 One 🛚	One	with Acce	ssory Unit		ste Slab	C	awl Spa	Ce Ce		ndation Walls		S/STUCCO		Roors			GOOD
# of Stories		TORY		🗍 Full Ba	sement		utial Bas			rior Walls		S/STUCC		Walls			CK/GO
Type 🔲 Det 🖸		S-De	t/End Unit	Basement	Area			50.		f Surface		NC.S-TILE		Trim/Finish		DD/G(
	Propos	ed 🔲 U	nder Const.	Basement	Finish					ers & Downspor			JAY G	Bath Floor		/GOO	
Design (Style)	28	TORY		Outsid	Entry/E	uit 🗍	Sump P	מות	Win	dow Type		DING/AVG		Bath Wainsc			
Year Built	200	4		Evidence a		rfestation			Stor	m Sastylnsulate				Car Storage	X		ν
Effective Age (Yrs) E1			Dampr	ess	Settlern	ent	-	Scre	ens		S/AVG		Driveway		Cars	
Attic		None		Heating >	FWA	HWE	18	Radia			- 'F	Woodstove	(c) #	Driveway Sur			CRETE
Drop Stair		Stairs		Other		Fuel	ELEC.		WAY SEE	Fireplace(s) #		Fence		⊠ Garage		Cars	AKELE
Roor		Scuttle		Cooling	Y Centr	al Air Cor	ditioning	1	_	Patio/Deck	l X	Porch		Carport		Cars	
Finished		Heated		Individu ✓ Individu Individ	al		ther		_	Pool	_	Other		Att.	□ De		Buitt-i
Appliances 🗵 Re	afrigera	DOF 🛛 R	ange/Oven	⊠ Dish	vasher	⊠ Diso	nsal	Micn	wave		nuar F	Other (des		EA VIE	<u> </u>	<u> </u>	
Finished area abou	ve grad	e contain:	 ::	7 8000			Bedroo			2.5 Bath(s)) W			and and Comman (- O 1-
Additional features	(speci	ai dnorgy	efficient Re	ms, etc.).	1 CAR				NEC	PATIO, COI	MDE	TE O THE	odnina u	eet of Gross L	WING AA	A ADOV	6 (3190)
VAULTED CE	ILING	S, COR	IAN COL	INTERTO							WAL	IE S-IILE	KOUF,	CERAMIC	IILE	-LOO	RING.
Describe the cond	tion of	the prope	rty (includir	to needed o	mairs. de	etectocatic		ations	70/TA	delico esc)		ID ICOT IO		22 22121			
					<u> </u>			eurosa,	ignik	JOHNY, (24.).	<u> 81</u>	MPDEC I IS	IN GO	OD CONDI	<u>ION</u> F	OR II	S AGE.
							 -								٠	-	
														· · · · · · · · · · · · · · · · · · ·			
Are there any phys	ical de	iciencies	or adverse	conditions	hat affec	t the live!	Ally so	unrines	s nr e	truckeral intends	- AT 10-	nmash/l		7 Van (57) Al	- #1/-	. 4	<u> </u>
									<u> </u>	Action and and	11 616	highaild (Yes 🔀 N	U 11 18	s, aesci	IDÇ.
																	
				_													·····
Does the property	general	y conform	n to the neig	boomodif	functions	utility.	tvie, cor	adition.	USB. C	oustruction, sie	12	⊠ Yes	Mc Ne	M No, describ			
											·	⊠ ies		" NV, UGSUR	•		

Page 1 of 6

From 1004 __ *WinTOTAL* amerakal enfoware by a in mode inc __ 1_800_ALADMONE

2018413222

Neighborhood Description: THE SUBJECT AREA IS A RELATIVELY HOMOGENOUS BLEND OF SIMILAR STYLE DWELLINGS IN AVERAGE PROXIMITY TO SHOPPING, SCHOOLS AND EMPLOYMENT IN THE AREA.

Market Conditions (including support for the above conclusions)

NO MAJOR IMBALANCES NOTED. INDICATED VALUE EXCLUDES ANY CHATTELS,
EITHER REAL OR PERSONAL, UNLESS OTHERWISE NOTED. ESTIMATED EXPOSURE AND MARKETING TIME FOR THE SUBJECT

Dimensions NO SURVEY PROVIDED

Area 3,070 SF
Shape RECTANGULAR

View RESIDE Specific Zoning Classification SFR
Zoning Compiliance Legal Nonconforming (Grandfathered Use) No Zoning Negal (describe)

Is the highest and best use of subject property as improved (or as proposed per plane and specifications) the present use? Yes No If No, describe



		Uniform A	esidential A	opraisal F	Report	Fin# 8004	
There are 6 comp There are 4 comp	arabie properties currei	tily offered for sale	in the subject neighbord	more repoint in price	a fmm # 404 000	h- 4	В,000 .
FEATURE COMP	SUBJECT	ect neighborhood wi	thin the past twelve mor	ins ranging in sale	price from \$ 187,5	00 to \$;	270,000
Address 9301 LILY BA		5208 CROSS	IABLE SALE # 1 ING ROCKS CT.		BLE SALE # 2		LE SALE # 3
RIVIERA BEA	CH, FL 33404	RIVIERA BEA	ING ROCKS CT. CH	1095 VIA JARE PALM BEACH		6604 SANDY BA	
Proximity to Subject		0.09 miles		0.04 miles	GARDENS	0.00 miles	1
Sale Price/Gross Liv. Area	\$ 185,50	0	\$ 199,900		\$ 187,500		\$ 190,0
Data Source(s)	\$ 115.50 sq.			\$ 187,31 sq.f		\$ 120,94 sq.ft.	130,0
Verification Source(s)		MLS/DRIVE B	Y	MLS/DRIVE BY	·	MLS/DRIVE BY	
VALUE ADJUSTMENTS	DESCRIPTION	INSPECTION	141414	INSPECTION	· · · · · · · · · · · · · · · · · · ·	INSPECTION	
Sales or Financing	DECOMM NOW	CONV/DOM 9	+(-) \$ Adjustment		+(-) \$ Adjustment		+(-) \$ Adjustmen
Concessions		NONE NOTE	I .	CASH/DOM299 NONE NOTED	·	CONVIDOM175	
Date of Sale/Time		8/31/2007		10/10/2007	- U	1/22/2008	- 1
Location Leasehold/Fee Simple	TURTLE CAY	TURTLE CAY	00	WOODBINE	-40,000	TURTLE CAY	
Site	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
View	3,070 SF RESIDENTIAL	SIMILAR		SIMILAR		SIMILAR	
Design (Style)	2 STORY	2 STORY	-20,000	RESIDENTIAL	00	LAKE	-20,00
Quality of Construction	GOOD	GOOD	 	1 STORY GOOD	 	2 STORY	
Actual Age	A5E1	A5	-	A9	+20,000	GOOD	
Condition	GOOD	GOOD		GOOD	¥20,000	GOOD	
Above Grade Room Count	Total Bdms. Baths	Total Stirms, Sail	IS .	Total Bokms, Baths	-	Total Bums. Baths	
Gross Living Area	7 3 2.5	6 2 2.5		6 2 2	+2,500		
Basement & Finished	1,606 sq.ft			1,001 sq.ft.			
Rooms Below Grade	1	NONE	}	NONE		NONE	
Functional Utility	ADEQUATE	ADEQUATE		400000000000000000000000000000000000000			
Heating/Cooling	CENTRAL	CENTRAL		ADEQUATE CENTRAL		ADEQUATE	
Energy Efficient kerns	TYP FOR MKT	TYP FOR MKT		TYP FOR MKT		CENTRAL DE LECT	-
Garage/Carport Porch/Patio/Deck	1 C GARAGE	1 C GARAGE		1 C GARAGE		TYP FOR MKT	
Other	PORCHIPATIO			PORCH/PATIO		PORCH/PATIO	
	NONE	NONE		NONE		NONE	
			 -				
Net Adjustment (Total)		□ + 図 -	\$ -6,000	X+ N-	40 000	~	
Adjusted Sale Price of Comparables		Net Adj. 3.0 % Gross Adj. 17.0 %	6 9,000	vet Adj. 6.9 %	13,000	☐ + ☐ - \$ Net Adj. 10.5 %	-20,000
My research did did did Data Source(s) PUBLIC I My research did did Data Source(s) PUBLIC I	not reveal any prior sa	les or transfers of the	e subject property for the e comparable sales for th	e three years prior to he year prior to the d	the effective date of the	is appraisal.	
Report the results of the recess	CECUKD	der nels autor d					
Report the results of the resear	SI II	NECT	history of the subject pro	perty and comparable	e sales (report addition	nal prior sales on page	3).
Date of Prior Sale/Transfer	5/2004 - \$19:		COMPARABLE SAL	E#1 UU	MPARABLE BALE #2	COMPARAI	OLE SALE #3
Price of Prior Sale/Transfer	7/2005 - \$266	5,900	PUBLIC RECORD		NOTED/	2/2005 - \$22	
Data Source(s) Effective Date of Data Source(s	TAX RECOR	os		1, 0,0,0,	CRECORD	PUBUC REC	URD
Analysis of prior paid Source(s	1/23/2008		1/23/2008	1/23/20	208	1/23/2008	
Analysis of prior sale or transfe	mawy or the subject (property and compar	able sales NO O	THER SALES IN	THREE YEARS	OTHER THAN LIS	TED ABOVE.
							
Summers of Cales Daniel							
Summary of Sales Comparison	Approach THIS AF	PRAISER IS OF	THE OPINION THE	AT THE ABOVE	COMPARABLES	ARE THE REST	DTAINED
O REFLECT THE ESTINGUES WITH	MIED MARKET V	ALUE OF THE S	SUBJECT PROPER	TY IN REGARD	TO TIME, LOCAT	ION AND SIMILA	RITY THE
SUBJECT BLENDS WITH INAL ESTIMATE OF VA	UE	HE HOMES IN T	HE NEIGHBORHO	OD. PERSONAL	PROPERTY WA	S NOT INCLUDE	SHT MIC
	<u></u>						
							
rficatori Value bu Colon Community							
dicated Value by Sales Compar dicated Value by: Sales Com	SUN Approach \$ 185						
HE SALES COMPARISO	MARCHARDICINA	185,000 Co	at Approach (il develo	ped) \$ 219,854	income Approx	ch (if developed) \$	N/A
HE SALES COMPARISO ODICATION, AS THE MA	RKET AREA IS DO	MARILY OWNER	INITIVE INDICATO	R OF VALUE, TI	HE COST APPRO	ACH SUBSTANT	ATES THIS
			TOOOL IED SHA	GLE FAMILY DY	VELLINGS.		
nis appraisal is mado 🔯 "as i propioted, 🔟 subject to the fo	s". 🔲 subject to co	mpletion per plans a	and specifications on the	hasis of a human	diral pandillas 4 4	.	
imploted. Usubject to the following required inspection bas	pliowing repairs or atter	ations on the basis	of a hypothetical condit	ion that the recairs	uran enginens hava hava Maria kunginens hava hava	U EMPROVOMENTS NEVO	OCCI:
liowing required inspection bas ICLUDE ITEMS OF PER	ed on the extraordinary	assumption that the	condition or deficiency	does not require after	ration or repair. Thus	S VALUATION TO	SES NOT
ICLUDE ITEMS OF PER	SUNAL PROPERT	Y. THIS IS A "SI	JMMARY APPRAIS	AL REPORT AC	CORDING TO T	HE HISDAD OF HIS	EI INEO
nditions, and sometimes					A A A I WALL OF IT	TE COLME COND	ELINEO.
ABS DOS	ertification, my (our)	opinion of the ma	JMMARY APPRAIS eas of the subject pro- riset value, as defined date of inspection a	of the met more	the or sent of the entire	HA OL WESTANDCIOUR	and finiting

Freddle Mac Form 70 March 2005

Page 2 of 6

Fannie Mae Form 1004 March 2005



APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is interior to, or less favorable than the subject property. I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value to the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report if 1 relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report. I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

Appraiser:	SUPERVISORY APPRAISER (enly if required):		
Signature: Name: JOANNÁS, POLLAK Date Signed: 03/6/2008 State Certification #: ST. GERT. RES. REA #RO4128 or State License #: State: FL Sopiration Date of Certification or License: 11/30/2008	Signature: Name: Date Signed: State Certification #: or State License #: State: Expiration Date of Certification or License:		
eddle Mac Form 439 6-93	Page 2 of 2 Fanole Mae From 10048		

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Fannie Mae Form 1004B 6-93

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Uniform Residential Appraisal Report

File# 8004

- 21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature Name JOANNA'S POLLAK Company Name LAWSON VALUATION CROSS	
Name JOANNA'S POLLAK	Signature
TOTAL TOTAL CONTRACTOR IN CARD INC.	A
Company Address 8895 N. MILITARY TRAIL SUITE 204 F	Outpairy Maine
FALM BEACH GARDENS, FL 33410	
1 010 Priville (4011) 101 - 022-0533	Talaska a state
CINEL AUDIESS JPULLAKEBELLSOUTH NET	Provide Addition
U4G VI SIUNANIN ANN RANON NY MANDANA	
LINGUIVE DATE OF ADDITAISAL 01/22/2008	Ohan Daniel III
THE TOTAL PROPERTY OF THE STATE	
or state license #	Or State License #
or ontol (describe) State #	State
State FL	Expiration Date of Certification or License
Expiration Date of Certification or License 11/30/2008	SUBJECT PROPERTY
ADDRESS OF PROPERTY APPRAISED	☐ Did not inspect subject property
9301 LILY BANK CT. RIVIERA BEACH EL 33404	Did inspect exterior of subject property from street
	Date of Inspection
APPRAISED VALUE OF SUBJECT PROPERTY \$ 185,000	Did inspect interior and exterior of subject property
LENDER/CLIENT	Date of Inspection
Name	
Company Name Housing Partnership INC	COMPARABLE SALES
Company Address 2001 W. BLUE HERON BLVD RIVIERA	_
DEACH, FL 33404	rai and the mapper oversity of optimal and pales little shall
Email Address	 Did inspect exterior of comparable sales from street
	_ Date of Inspection

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Page 6 of 6

Fannie Mae Form 1004 March 2005

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T-006 P007/016 F-019

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04-21-,08 11:43 FROM-CPG Corporate

Appraiser(s): JOANNA S. POLLAK
Effective date / Report date: 01/2

Supervisory Appraiser(s):

ective date / Report date: 01/22/2008 - 03/6/2008

Effective date / Report date:

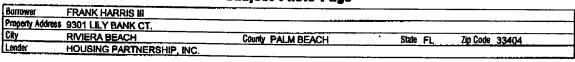
From F18 "WinTITTAL" sourceissi sufficiero hiv o la mode line 1.900.81 AMODE

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Subject Photo Page





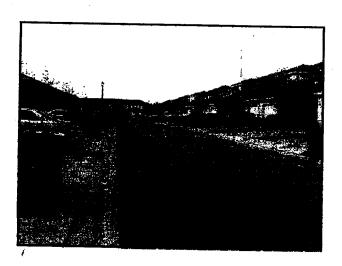
Subject Front

9301 LILY BANK CT.
Sales Price 185,500
Gross Living Area 1,606
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2.5
Location TURTLE CA

Total Bedrooms 3
Total Bathrooms 2.5
Location TURTLE CAY
View RESIDENTIAL
Site 3,070 SF
Quality GOOD
Age ASE1



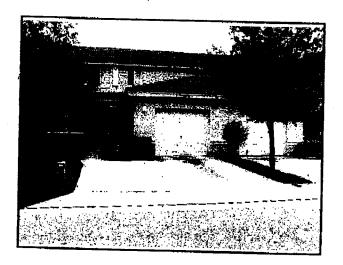
Subject Rear



Subject Street

Comparable Photo Page

Borrawer	FRANK HARRIS III	
Property Address	9301 LILY BANK CT.	
	RIVIERA BEACH	County PALM BEACH State FL Zio Code 33404
Lender	HOUSING PARTNERSHIP, INC.	County PALM BEACH State FL Zo Code 33404



Comparable 1

5208 CROSSING ROCKS CT. Prox. to Subject 0.09 miles Sale Price Gross Living Area 199,900 1,329 Total Rooms Total Bedrooms Total Bathrooms

2.5 TURTLE CAY Location LAKE SIMILAR View GOOD **A5**



Comparable 2

1095 VIA JARDIN

Prox. to Subject Sale Price 0.04 miles 187,500 1,001 Gross Living Area Total Rooms
Total Bedrooms Total Bathrooms

WOODBINE RESIDENTIAL Location View Site Quality SIMILAR GOOD **A9**



Comparable 3

6604 SANDY BANK TERR.
Prox. to Subject 0.00 miles
Sale Price 190,000 Gross Living Area Total Rooms 1,571 Total Bedrooms Total Bathrooms 2.5 TURTLE CAY LAKE SIMILAR Location

GOOD

Form PICPIY CR --- "MinTITTAL" Ro with inc 1.RNA.AI AMONE

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Supplemental Addendum

File No. 8004 Borrower FRANK HARRIS III Property Address 9301 LILY BANK CT. City RIVIERA BEACH County PALM BEACH State Fi Zip Code 33404 Lender HOUSING PARTNERSHIP, INC.

DIGITAL SIGNATURES...

Be advised that the appraiser(s) uses digitally embedded signatures to expedite the delivery of the appraisal via e-mail. All electronic signatures on this report have a security feature maintained by an individual password for each signing appraiser. No person can alter the appraisal with the exception of the original signing

ADDITIONAL FEATURES/CONDITION OF IMPROVEMENTS...

The Subject's overall quality includes, but is not limited to: 1 car garage, covered, screened patio, concrete s-tile roof, concrete driveway, ceramic tile flooring, corian countertops.

COMMENTS ON MARKET DATA...
Public records for Palm Beach County and local MLS were searched in order to find suitable sales for comparison with the Subject. The sales chosen represent the most recent, similar and proximate found and are good indicators of the Subject's value. All comparables are resales from the Subject's subdivision.

Bathrooms were adjusted at \$5,000 each.

, Square footage was adjusted at \$50.

The adjusted values of the comparables indicate a reasonable range of value for the Subject. Other sales were considered that would support the value conclusion.

ADDITIONAL CERTIFICATIONS.

These statements of certification may differ from those found on the FRMA 1004B/FHIMC 439 (and/or other attached Limiting Conditions) but are intended to comply with current standards of USPAP and will take precedence over any conflicting statements found on the attached Limiting Conditions (FNMA 1004B/FHIMC 439 and/or other attached Limiting Conditions).

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with the assignment.

My engagement of this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Uniform Standards of Professional Appraisal Practice* (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The use of this report is subject to the requirements by the State of Florida relating to review by the Department of Professional Regulation, Real Estate Appraisal Board relating to review by its duly authorized representatives.

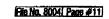
- I certify, that I have experience in the appraisal of properties similar to the Subject, and I am qualified due to education, training and experience in the preparation of such reports to comply with the competency provision of USPAP.
- I have made a personal inspection of the property that is the subject of this
- No one provided significant professional assistance to the person signing this
- I currently hold an appropriate state certification allowing the performance of real estate appraisals in connection with federally related transactions in the state in which the Subject Property is located.

Form TATIFI "WinTETTAL" annusical enfilmans by a in mode line 1..RNIL-&I AMOUS

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		Supplemental	i Addendum		File	No. 8004		
	RANK HARRIS III							
Property Address 93	01 LILY BANK CT.		·····	***************************************				
	MERA BEACH	County	PALM BEACH	State	FL	Zip Code	33404	
Lender Ho	OUSING PARTNERSHIP, I	NC.						

nm TADD "WinTATAL * ennesies! enfluere hy e la mode inc 1.900.at AMPIRE

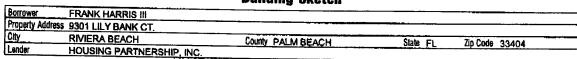
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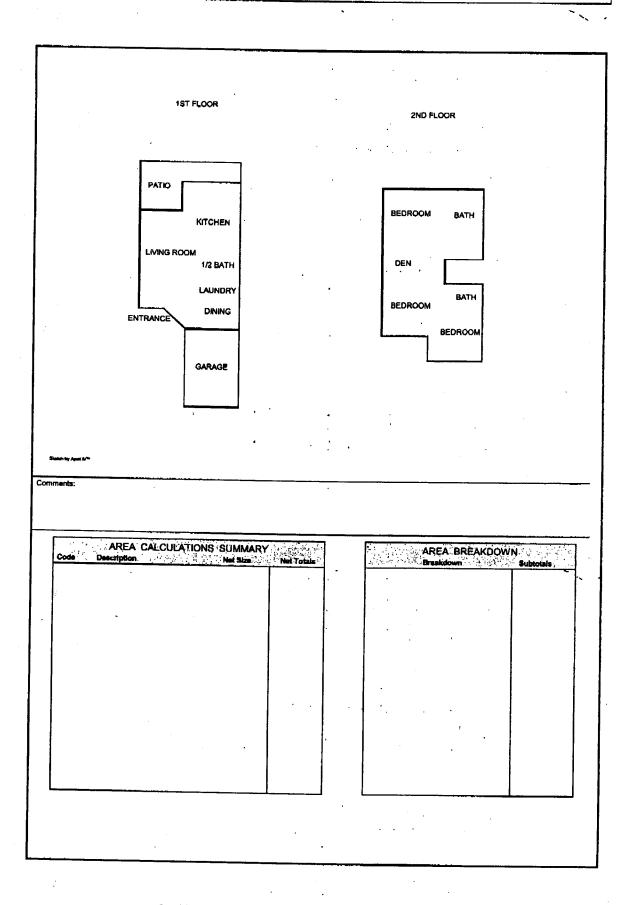
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,		Joanna Pollak (561)628-9802		File No. 8004 Page #1
		FIRREA / USPAP ADDENDUM		
Borrower	FRANK HARRIS III			
Property Address	9301 LILY BANK CT.			
City Lender	RIVIERA BEACH	COUNTY PALM BEACH	State FL	Zio Code 33404
Purpose	HOUSING PARTNERSHIP, INC.			
The purpose of	of the appraisal is to provide an opin	ion of the market value of the subject property	as defined in this re	port on behalf of the
reterenced cit	ent as the intended user of this repo	ıt.		
Scope				
the subject ne shown in the d When conflict report nor use appraiser's ce	ighborhood and comparable sales, sta source section of the market or not information was provided, the sound d as a basis for value conclusion. The trification below and/or Statement of	the appraiser from public records, other identi- listings and/or rentals within the subject market id along with source of confirmation, if available urce deemed most reliable has been used. Dat he extent of analysis applied to this assignment if Limiting Conditions and Appraiser's Certification	area. The orignel a The sources and of ta believed to be un may be further imp	ource of the comparables is tata are considered reliable, reliable was not included in tr arted within the report, the
FNMA form 10	004b (dated 6/93) when applicable.			
Intended Use /				
The only functi this appraisal (on of the appraisal is to assist the o by anyone other than the stated use	lent mentioned in this report in evaluating the s r, for any other use other then the stated intend	ubject property for led use is prohibited	ending purposes. The use of L
Links of the				
History of Prop Current listing info	ony maten: The subject property curren	ity is not listed.		
Prior sale: Per t	ax records, the subject property sol	d in May 2004 for \$192,000 and in July 2005 fo	or \$265,900. No oth	er sale in the past three year
A reasonable r	/ Marketing Time narketing time for the subject prope for the subject property is 120 to 24	rty is 120 to 240 days utilizing conditions pertin 0 days.	ent to the appraisal	assignment. A reasonable
Deservat Income	neith A Tomashan			
No personal pr	realty) Transfers operty was included in the estimate	of market when he this connection		
TO POTOMER DE	Openty was arrived at the sentials	or market value by this appraiser.		
Additional Com	m anto			
	CERTIFICATION		 '	
I certify that, to	the best of my knowledge and belie	f.		
- The statemen	its of fact contained in this report are	true and correct.		
- The reported	analysis, opinions and conclusions a	re limited only by the reported assumptions an	d limiting conditions	, and are my impartial and
- I have not pre	ssional analysis, opinions and conclusions for prospective interest in the	usions. Property that is the subject of this report, and n	o compand blooms	
BIVOLAGO, OLINEZA	S Otherwise stated in this report.			
- I have no bias	with respect to the property that is	the subject of this report or to the parties inviov	ed with this assignm	ent.
 My engageme My compensa 	tion for completion this assignment	tingent upon the developing or reporting of a p	redetermined result	
RICK 194712 DIE (cause of the client, the amount of the to the intended use of this appraisal	is not contingent upon the development or repo e value opinion, the attainment of a stipulated r	esult, or the occurr	ned value or direction in value ance of a subsequent event
<u>- My analysis, o</u>	pinions and conclusions were devel	poed and this report has been prepared in conf	formity with the Unit	orm Standards of
	x Protessional Appraisal Practice of	oralsal Standards Board of the Appraisal Found the Appraisal Institute.		
- As of the date - I have made a	of this report, I have completed the personal inspection of the property	requirements of the continuing education prog	ram of the Appraise	I Institute.
No one provid	e significant professional assistance	to the person signing this report		
Note: in the cas	e of any conflict with a client provide	ed certification (I.E. FNMA or FHLMC), this revi		
CAN DESCRIPTION OF S	Take 1 state 1			II take precedence.
4. My compensate	ssignment was not based on a requested mi on 's not contingent upon the reporting of ainment of a stipulated result or the occurren	nimum valuation, a specific valuation, or an approval of a l of a predetermined value or direction in value that tax ce of a subsequent event.	can. Fors the cause of the	client, the amount of the value
	4. 1			•
Angraigentel- IO4	NNAS. POLLAK			
	port data:01/22/2008 - 03/	Supervisory Appraiser(s); 8/2008 Effective date / Report date:		
		TUDORS REC. LIGHTINGS.		

Building Sketch





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DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a tair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Mazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmankike manner.
- 10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or tederally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 1 have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report.
 1 have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the gresent owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is confingent on the appraisad value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report. I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take not responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 9301 LILY BANK C	T., RIVIERA BEACH, FL 33404			
APPRAISER:	SUPERVISORY APPRAISER (only if required):			
Signature: S. D. B. L. Name: JOANNAS POLLAK Date Signed: 03/6/2008 State Certification #: ST. CERT. RES. REA #RD4128 or State License #: State: FL Expiration Date of Certification or License: 11/30/2008	Signature: Name: Date Signed: State Certification #: or State License #: State: Expiration Date of Certification or License:			
	Did Did Not Inspect Property			

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