



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures					
Operating Costs					
External Revenues	1,335.52				
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>1,335.52</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	2009	2010	2011	2012	2013

Is Item Included In Current Budget?    Yes \_\_\_    No X  
 Budget Account No.:

Fund 1101 BSA 1280 SBSA 1669

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this agenda item will decrease Notes Receivable in the above fund by \$1,335.52.

**C. Departmental Fiscal Review:** SKM 10-6-08  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control:**

apwillhite 10.14.08  
 OFMB 88 10/14/08  
 AM 10/10/08

Ann J. Jacob 10/15/08  
 Contract Development and Control  
 6/10/10/15/08

**B. Legal Sufficiency:**

[Signature] 10/16/08  
 Senior Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

## MORTGAGE AND NOTE MODIFICATION AGREEMENT

THIS MORTGAGE AND NOTE MODIFICATION AGREEMENT executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Thelma Hudson, (the "Mortgagor"), as party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Mortgagee") (which term as used in every instance shall include the Mortgagee's successors and assigns), as party of the second part;

### WITNESSETH:

WHEREAS, Mortgagee is the owner of that certain Mortgage executed by Thelma Hudson as Mortgagor to the Mortgagee, dated December 15, 1999, said Mortgage being recorded in Official Records Book 11532, Page 458, Public Records of Palm Beach County, Florida on December 29, 1999, (the "Mortgage") and is the holder of a certain Promissory Note(s), of which a copy is attached to the Mortgage, and which is dated December 15, 1999, and recorded in Official Records Book 11532, Page 465, Public Records of Palm Beach County, Florida in the original principal sum of Nine Thousand Two Hundred and Fifty and 00/100 DOLLARS (\$9,250.00) (the "Note"); and

WHEREAS, the parties desire to modify said Mortgage and Note as hereinafter set out.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged by Mortgagee, it is mutually understood and agreed that said Mortgage and Note be modified as follows:

1. The first two paragraphs of the Note shall be deleted and replaced with the following:

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 ONE THOUSAND THREE HUNDRED AND THIRTY-FIVE DOLLARS and 52/100 (\$1,335.52), 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.

After the date first written above, being the date of this Mortgage and Note Modification Agreement, the remaining balance on the indebtedness created by this Note shall be computed by deducting from the principal sum of this Note an amount hereby defined as the "forgivable sum" which reflects a certain forgiveness by the County of the debt created hereby and where such forgiveness is conditioned on the undersigned's continued occupancy of the property as the undersigned's principal place of residence, as well as the undersigned's continued maintenance and upkeep of the property in such condition to meet the minimum housing and building code standards imposed by the jurisdiction in which the property is located. Said "forgivable sum", to be established on any date after the date of this Note, shall be computed by performing a daily proration of the principal sum over the forgiveness period of this Note which shall begin on the date first written above, and which shall end on December 15, 2009. Upon satisfactorily meeting the requirements of this Note and the Mortgage, in the opinion of the County, at the end of said forgiveness period, the entire principal sum of this Note shall be forgiven and the lien created by the Mortgage shall be removed.

2. This Mortgage and Note Modification Agreement, consisting of two (2) enumerated pages, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

3. All other terms and conditions of the original Mortgage and Note, unless specifically changed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names and have caused their seals to be affixed by their respective proper officers thereunto duly authorized.

Signed, sealed and delivered  
in the presence of:

Witness Name: <u>Wanda Lovett Floyd</u> Witness Signature: X <u>Wanda Lovett Floyd</u>
Witness Name: <u>Carolyn A Taylor</u> Witness Signature: X <u>Carolyn A Taylor</u>

Mortgagor Name: <u>Thelma Hudson</u> Mortgagor Signature: X <u>Thelma Hudson</u>
Mortgagor Name: <u>N/A</u> Mortgagor Signature: X _____ N/A

\*\*\*\*\*

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Addie L. Greene, Chairperson  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

By: Tammy K. Fields  
Senior Assistant County Attorney

S:\REHAB\Kay\Hudson\_T\MtgModAg.wpd

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Mortgagor Name: Thelma Hudson Mortgagor Signature: X <u>Thelma Hudson</u>
Mortgagor Name: N/A Mortgagor Signature: X _____ N/A

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Clerk & Comptroller

By: \_\_\_\_\_  
Addie L. Greene, Chairperson  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
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By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

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Mortgagor Name: Thelma Hudson Mortgagor Signature: X <u>Thelma Hudson</u>
Mortgagor Name: N/A Mortgagor Signature: X _____ N/A

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Addie L. Greene, Chairperson  
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Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

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Return to:  
Palm Beach County  
Housing & Community Development  
3323 Belvedere Road, Building 501  
West Palm Beach, Florida 33406  
Prepared by: Tammy K. Fields,  
Assistant County Attorney  
Attention: Amin Houry

Dec-29-1999 09:59am 99-511000  
ORB 11532 Pg 458

## MORTGAGE

This Mortgage made on or as of this 15th day of December, 1999, between Thelma Hudson, a single woman, hereinafter called, and if more than one party, individually, jointly and severally hereinafter called "Mortgagor", residing at 1364 West 28<sup>th</sup> Street in the City of Riviera Beach, County of Palm Beach, State of Florida, and Palm Beach County (a political subdivision of the State of Florida), hereinafter called "Mortgagee", acting by and through its Board of County Commissioners.

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$18,500.00) with interest thereon, if any, which shall be payable in accordance with one or more certain note, bond or other obligation, which notes, bonds or obligations are hereinafter called "Note", bearing even date herewith, a copy of each of which is attached hereto and made a part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

ALL that certain lot, piece or parcel of land situate in the County of Palm Beach, State of Florida bounded and described as follows:

Lot 16 Block 20, Acrehome Park 2<sup>nd</sup> Addition to the Town of Riviera Beach, Florida, as per the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in plat book 3, page 34.

TOGETHER with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Mortgaged Property".

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, during the term of this Mortgage as follow:

1. The Mortgagor shall promptly pay the principal of and interest, if any, on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor shall pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and shall pay when due every amount of indebtedness secured by any lien or Mortgage to which the lien of this Mortgage is expressly subject. The lien of this mortgage is subject to the following existing mortgage lien(s) in the original principal sum(s) stated below, and dated and recorded as follows:

MORTGAGE HOLDER	MORTGAGE DATE	PRINCIPAL AMOUNT	RECORDED IN	
			OR BOOK	PAGE
N/A				

3. This Mortgage and the Note were executed and delivered to secure monies advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements to or on the Mortgaged Property as described or referred to in the construction contract, dated December 15, 1999, and entered into by and between the Mortgagor and Sun Band Builders Construction, Inc., which construction contract is being funded by the indebtedness created in connection with the Note and this mortgage, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements". The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection, the Mortgagee, after due notice to the Mortgagor, is hereby authorized (a) to enter upon the Mortgaged Property and employ any watchmen, protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this paragraph, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor shall not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor shall the Mortgagor use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor shall maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly with all the requirements of Federal, State and Local Governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor shall not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, and Mortgage or Mortgages, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and shall keep and maintain the same free from the claims of all parties supplying labor or materials which shall enter into the construction or installation of the improvements.

6. (a) The Mortgagor shall keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, including flood insurance in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the co-insurance clause percentage of the value applicable to the location and character of the property to be covered, but at no time shall the amount of coverage be less than the remaining principal balance on the Note plus the remaining principal balance on any other mortgages on this property which are senior to this mortgage. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a Mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor shall pay promptly when due, as hereinafter provided, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee, all of which amounts so paid by the Mortgagee, with interest, if any, thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.
- (b) In the event of loss or damage to the Mortgaged Property, the Mortgagor shall give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a Mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the Mortgaged Property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.
7. (a) In order more fully to protect the security of this Mortgage, the Mortgagor shall deposit with the Mortgagee, at the Mortgagee's option to receive such deposits, together with, and in addition to, the payment of principal and interest, if any, monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of (i) ground rents, if any, next becoming due (ii) the premiums next becoming due on the policies of fire and all other hazard insurance required by this Mortgage with respect to the Mortgaged Property, (iii) taxes, assessments, water rates and other governmental charges next becoming due on the Mortgaged Property (all the foregoing amounts as estimated by the Mortgagee and set forth in a written notice of such estimate by the Mortgagee to the Mortgagor from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to elapse before one calendar month prior to the date when such ground rents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the Mortgagor under a Mortgage or similar instrument having priority over the lien of this Mortgage, the Mortgagor shall make the deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior Mortgage or similar instrument. The Mortgagor shall give prompt notice, in writing, to the Mortgagee of the occurrence of the last mentioned event. All such amounts so deposited with the Mortgagee shall be held by the Mortgagee, or any agent designated by it, in trust to be used only for the payment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges.

No interest shall be payable by the Mortgagee on any sum so deposited.

(b) All amounts required to be deposited, if any, with the Mortgagee monthly in accordance with Paragraph 7 (a) hereof, and the amount of principal and interest to be paid, if any, each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgagor to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indebtedness of the Mortgagor pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited), in the order, any provision of the Note to the contrary notwithstanding, as follows:

FIRST, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgagee may exclusively determine;

SECOND, to interest due on the Note;

THIRD, to the principal due on the Note; and

FOURTH, the remainder to the late charges, if any, referred to in the Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Mortgagor prior to the due date of the next such deposit payable, constitute an event of default under this Mortgage.

(c) Any excess funds that may be accumulated by reason of deposits required under Paragraph 7 (a) hereof, remaining after payment of the amounts described in clauses (i), (ii) and (iii) hereof, shall be credited to subsequent respective monthly amounts of the same nature required to be paid thereunder. If any such amount shall exceed the estimate therefor, the Mortgagor shall forthwith pay to the Mortgagee the amount of such deficiency upon written notice by the Mortgagee of the amount thereof. Failure to do so before the due date of such amount shall be an event of default under this Mortgage. If the Mortgaged Property is sold under foreclosure or is otherwise acquired by the Mortgagee, after default by the Mortgagor, any remaining balance of the accumulations under Paragraph 7(a) hereof, shall be credited to the principal amount owing on the Note as of the date of commencement of foreclosure proceedings for the Mortgaged Property, or as of the date the Mortgaged Property is otherwise so acquired.

8. The Improvements and all plans and specifications therefore shall comply with all applicable municipal, state, or county ordinances, laws, regulations and rules made or promulgated by lawful authority, and upon their completion shall comply therewith and with the rules of the Board of Fire Underwriters having jurisdiction and with the Property Rehabilitation Program policy guidelines adopted by Palm Beach County.

9. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate, if any, provided in the Note, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon shall constitute a lien on the Mortgaged Property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the Mortgaged Property from time to time at any reasonable hour of the day. Should the Mortgaged Property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the Mortgaged Property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary, all of which amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

11. The principal amount owing on the Note together with interest thereon, if any, and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Federal Bankruptcy Act, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee of such nonperformance;
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage;
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note, and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;
- (e) The sale, lease, transfer, or disposition of any kind, sort, nature or description of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee, except that the lease of non-owner occupied dwelling units at the Mortgaged Property shall not constitute an event of default if the mortgaged property contains two to four dwelling units.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become or may be declared to be, immediately due and payable are in this Mortgage called "events of default."

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument and amounts so paid by the Mortgagee, with interest thereon from the date of each such payment, at the rate, if any, provided in the Note, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

13. (a) After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the Mortgaged Property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the Mortgaged Property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments

payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Mortgaged Property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the Mortgaged Property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
15. Any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Mortgagor's place of residence whose address is shown on the face of this Mortgage, or any other address that the Mortgagor designates by notice to the Mortgagee. Any notice to the Mortgagee including, but not limited to notices of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part thereof, shall be given by first class mail to the Mortgagee's address: Palm Beach County, Housing and Community Development, 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406, with a copy to: Palm Beach County, County Attorney, P.O. Box 1989, West Palm Beach, Florida 33402-1989, or any other address that the Mortgagee designates by notice to the Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor, or the Mortgagee, when given as provided in this paragraph.
16. Except as otherwise provided herein, notice and demand or request may be made in writing and may be served in person or by mail.
17. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.
18. The Mortgagor shall not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee.
19. The Mortgagor is lawfully seized of the Mortgaged Property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.
20. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurances, taxes, levies, assessments, due or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
21. The Mortgagor reserves the right to prepay at any time all or any part of the principal balance and interest, if any, provided in the Note, without the payment of penalties or premiums.
22. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to or for the benefit of the Mortgagor, or their heirs, personal representatives, or assigns, for the term of indebtedness under this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed any amount equal to twice the principal amount stated in the Note secured hereby, together with interest thereon and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage, and for reasonable attorneys' fees and court costs incurred in the collection of any and all of such sums of money. Such further or future advances shall be wholly optional with the Mortgagee, and the same shall bear interest at the rate as specified in the Note referred to herein, unless said interest shall be modified by subsequent agreement.
23. The Mortgagor warrants that the Mortgagor presently occupies the Mortgaged Property, and if not, that the Mortgagor shall occupy the Mortgaged Property without undue delay upon completion of the improvements contemplated by the construction contract referred to herein,





**PROMISSORY NOTE**

**REPAYABLE REHABILITATION LOAN**

**Date:** December 15, 1999

**Place:** 1364 West 28th Street  
Riviera Beach, FL 33404

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 principal amount of **NINE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$ 9,250)**, and to pay interest on the unpaid principal amount of this Note from the date hereof, at the rate of zero percent (0 %) per annum amortized over a period of TEN (10) years, until paid. During the term of repayment, payments of both the principal of and interest on this Note are payable in 120 equal monthly installments of **SEVENTY-SEVEN DOLLARS AND 08/100 CENTS** Dollars (\$ 77.08) in lawful money of the United States at the principal office of PALM BEACH COUNTY, HOUSING AND COMMUNITY DEVELOPMENT in West Palm Beach, Florida, or at such other places as shall be designated by the County.

The undersigned shall commence such payments on the first day of the second month following the latter of 1) the date of County approval of the final payment for rehabilitation construction work or, 2) the date of completion of termite treatment (if any), and continue payment on the like day each month for the term of the loan. Approval of said final payment or performance of termite treatment shall be in accord with established County policies and procedures for the rehabilitation program under which funds were made available to the undersigned in connection with this Note. The undersigned shall, however, not commence such payments later than February 1, 2000. This Note shall be due and 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 consent of the Mortgagee, except that the lease of non-owner occupied dwelling units at the mortgaged property shall not constitute an event of default if the mortgaged property contains two to four dwelling units.

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. All payments on this Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and remaining balance shall be applied to late charges, if any. Except as provided below, all monthly installment payments on this Note shall be credited as of the date due thereof without adjustment of interest because paid either before or after such due date.

IN THE EVENT the undersigned shall fail to pay the interest on or principal amount of this Note when due, and if such failure be subsisting on the date the next installment payment under this Note becomes due and payable, or 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 and late charges, 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. No default shall exist by reason of nonpayment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If this Note be reduced to judgment, such judgment should bear the statutory interest due on judgments, but not to exceed eight percent per annum.

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, 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 waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

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

Name: Thelma Hudson  
Signature:  
*x Thelma Hudson*

Name:  
Signature:  
x  
\_\_\_\_\_

**PROMISSORY NOTE**

**REPAYABLE REHABILITATION LOAN**

**Date:** December 15, 1999

**Place:** 1364 West 28th Street  
Riviera Beach, FL 33404

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 principal amount of **NINE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$ 9,250)**, and to pay interest on the unpaid principal amount of this Note from the date hereof, at the rate of zero percent (0%) per annum amortized over a period of TEN (10) years, until paid. During the term of repayment, payments of both the principal of and interest on this Note are payable in 120 equal monthly installments of **SEVENTY-SEVEN DOLLARS AND 08/100 CENTS** Dollars (\$ 77.08) in lawful money of the United States at the principal office of PALM BEACH COUNTY, HOUSING AND COMMUNITY DEVELOPMENT in West Palm Beach, Florida, or at such other places as shall be designated by the County.

The undersigned shall commence such payments on the first day of the second month following the latter of 1) the date of County approval of the final payment for rehabilitation construction work or, 2) the date of completion of termite treatment (if any), and continue payment on the like day each month for the term of the loan. Approval of said final payment or performance of termite treatment shall be in accord with established County policies and procedures for the rehabilitation program under which funds were made available to the undersigned in connection with this Note. The undersigned shall, however, not commence such payments later than February 1, 2000. This Note shall be due and 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 consent of the Mortgagee, except that the lease of non-owner occupied dwelling units at the mortgaged property shall not constitute an event of default if the mortgaged property contains two to four dwelling units.

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. All payments on this Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and remaining balance shall be applied to late charges, if any. Except as provided below, all monthly installment payments on this Note shall be credited as of the date due thereof without adjustment of interest because paid either before or after such due date.

IN THE EVENT the undersigned shall fail to pay the interest on or principal amount of this Note when due, and if such failure be subsisting on the date the next installment payment under this Note becomes due and payable, or 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 and late charges, shall become at once due and payable, at the option of the County, without notice to the undersigned, time being of the essence.

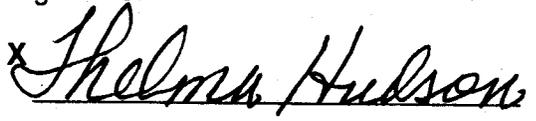
Failure of the County to exercise such option shall not constitute a waiver of such default, nor a waiver of the right to exercise the same in the event of any subsequent default. No default shall exist by reason of nonpayment of any required installment of principal and interest so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If this Note be reduced to judgment, such judgment should bear the statutory interest due on judgments, but not to exceed eight percent per annum.

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, 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 waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

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

Name: Thelma Hudson  
Signature:  


Name:  
Signature:  
X  
\_\_\_\_\_

**PROMISSORY NOTE**

**CONDITIONAL GRANT**

Date: December 15, 1999

Place: 1362 West 28th Street  
Riviera Beach, FL 33404

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 **NINE THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$9,250.00)**, 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.

After the date first above written, the remaining balance on the indebtedness created by this Note shall be computed by deducting from the principal sum of this Note an amount hereby defined as the "forgivable sum" which reflects a certain forgiveness by the County of the debt created hereby and where such forgiveness is conditioned on the undersigned's continued occupancy of the property as the undersigned's principal place of residence, as well as the undersigned's continued maintenance and upkeep of the property in such condition to meet the minimum housing and building code standards imposed by the jurisdiction in which the property is located. Said "forgivable sum", to be established on any date after the date of this Note, shall be computed by performing a daily proration of the principal sum over the forgiveness period of this Note which shall be **TEN (10)** years, using 365 as the number of days in each year. Upon satisfactorily meeting the requirements of this Note and the Mortgage, in the opinion of the County, at the end of said forgiveness period, the entire principal sum of this Note shall be forgiven and the lien created by the Mortgage shall be removed.

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.

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 and late charges, if any, 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 should bear the statutory interest due on judgments, but not to exceed eight percent per annum.

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 right, 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.

Name: Thelma Hudson  
Signature:

*Thelma Hudson*

Name: N/A  
Signature:

X