

**AMENDMENT TO  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
REHABILITATION LOAN AGREEMENT**

**THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) REHABILITATION LOAN AGREEMENT** (“Amendment”) is entered into on 3/3/2021, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 (“City”), **Regosa Engineering Services, Inc.** (“Contractor”) having its principal business address at 15700 NE 2<sup>nd</sup> Avenue., Miami, FL 33162, and **Helene Jean Charles** (“Owner”). The City, Contractor and Owner shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on 9/22/2020, the Parties entered into a Home Investment Partnerships Program (HOME) Rehabilitation Loan Agreement (“Agreement”) which is attached hereto as Exhibit “A”; and

**WHEREAS**, the City desires to amend the Agreement to amend the cost amount of rehabilitation services (“Services”); and

**WHEREAS**, the Services amount was increased by Four Hundred Dollars and 00/100 Cents (\$400.00).

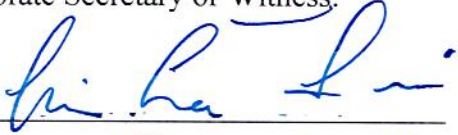
**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 2.** is hereby amended to reflect a total amount of Twenty-Four Thousand Eight Hundred Dollars and 00/100 Cents (\$24,800.00) in HOME funds being utilized for the rehabilitation of the subject property.
2. **Article 19.** is hereby amended to reflect a limitation on liability amount of Twenty-Four Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$ 24,950.00.00)
3. **Exhibit “A” (Revised).** SCOPE OF SERVICES is hereby amended to show the modified requested services and total contract amount.
4. **Exhibit “C”, Article 2** is hereby amended to reflect a total contract price of Twenty-Four Thousand Eight Hundred Dollars and 00/100 Cents (\$24,800.00)
5. All other terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

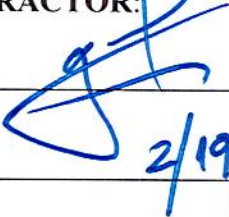
ATTEST:  
Corporate Secretary or Witness:

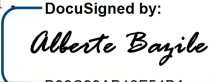
By:   
Print Name: Tommie Lee Frison  
Date: 2/19/2021

Helene Jean Charles  
Helene Jean Charles "Owner":

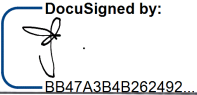
By: Owner  
Print Name: Helene Jean Charles  
Date: 2-19-2021

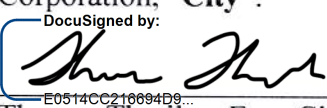
Tommie Frison  
Witness  
Date: 2/19/2021

CONTRACTOR:  
By:   
Date: 2/19/2021

APPROVED BY:  
  
Alberte Bazile, MBA.  
Housing & Social Services, Director

Date: 2/24/2021

ATTEST:  
  
Vanessa Joseph, Esq., City Clerk  
3/3/2021  
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":  
  
Theresa Therilus, Esq., City Manager  
3/3/2021  
City Manager Date Signed

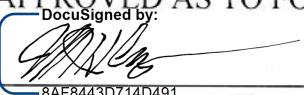
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
  
Jeff P. H. Cazeau, Esq., City Attorney  
2/24/2021  
City Attorney Date Signed



EXHIBIT A

REVISED SCOPE OF WORK

EXTERIOR

01) REPLACE DETERIORATED, MISSING SOFFIT AND REPLACE ALL SOFFIT VENTS \$ 1,800.00

Remove damaged or deteriorated fascia and haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring as required by FBC. Fascia replacement shall be with matching size and material. Outside corner shall be mitered and all fascias shall be secured with non-corrosive nails. Minimum length of any fascia segment shall be 5 feet. Remove all attachments to the fascia, as required, and reattached, after the fascia replacement. Discuss with the Homeowner, prior to removal any variation.

- Paint new fascia to match existing. Apply one coat of LOW VOC primer/sealer and two coats of 100% LOW VOC exterior paint. Material allowance for paint must be mid grade or better.

02) INSTALL NEW GUTTER & DOWNSPOUT \$ 1,800.00

Remove any existing gutters and downspouts and remove them from the property at once. Install new 6" seamless metal gutter and downspout system (on the perimeter of the entire house). The Homeowner will select color from standard stock colors. Install new splash 24" blocks at downspouts, discharging the water away from any foundation.

03) INSTALL EXTERIOR OUTSWING DOOR-COMPLETE \$ 900.00  
NUMBER OF DOOR OPENINGS: 1 (Laundry room ) custom made

Deteriorated exterior door, shows evidence of termite infestation, and is not weather tight. Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant ¼ panel glass exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping & spring/chain stop.

- Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Material allowance for knob and deadbolt is \$50.00 per set. **One additional lock to be installed at West side door entry.**
- The painting of the door is covered under the exterior painting below.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

04)     **INSTALL EXTERIOR OUTSWING DOOR-COMPLETE**

**\$ 1,400.00**

**NUMBER OF DOOR OPENINGS: Front Entry**

Deteriorated exterior door, shows evidence of termite infestation, and is not weather tight. Remove existing doors, jamb, casing, threshold, and haul these materials/debris away. Modify opening to accept standard size door as needed. Replace wood buck, if deteriorated or necessary, set buck in premium silicone sealant. Countersink all fasteners into frame; fill with wood putty and sand smooth. Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. The door and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA).

- Furnish and install new out-swing impact resistant ¼ panel glass exterior door complete with jamb, casing, brick molding. Doors must be 1-3/4 inch solid core door.
- Install panoramic peephole, aluminum weather-stripping saddle, weather-stripping & spring/chain stop.
- Install tamper proof hinges.
- The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside. The doorknob and deadbolt shall be keyed alike. Material allowance for knob and deadbolt is \$50.00 per set.
- The painting of the door is covered under the exterior painting below.
- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony),



EXHIBIT A

REVISED SCOPE OF WORK

Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

05) EXTERIOR PRESSURE CLEANING AND PAINT SURFACE OF HOUSE

**\$ 4,800.00**

Furnish equipment and labor to pressure clean, (with minimum 3,000 p.s.i.) all exterior siding, masonry/stucco and wood wall and ceiling surfaces, security bars, awnings, railings, pipes, doors, columns, slabs, walkway and any exposed concrete area ( Concrete slabs, walkways, sidewalks). Remove alga, mold and mildew. Upon completion, all surfaces must be free of chalking, peeling, flaking, rust, mold and mildew. **NOTE: Contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed.** **Submit inspection request, prior to priming and painting.**

Remove dry, shrunken deteriorated caulk. Cut away old gasket and/or sealants as needed. Remove existing caulk from all windows and doors. Clean all joint surfaces and prepare surfaces to receive new sealants. Install backer rods as necessary prior to caulking. Homeowner will select a maximum of three colors. Tint the primer to the color selection. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant if required Prepare surface for prime and paint. Paint all previous painted surfaces including, eave drip, fascia, soffit, doors (six sides), porch and patio ceiling (screened in or not), concrete slabs and walkways, security/decorative bars, railing and awnings. Use the right product for the surface painted.

. Protect adjacent areas while painting. . **Submit inspection request prior to application of finish coat.** Apply finish coat(s), test paint to determine proper number of coats for coverage **NOTE: contractor is responsible for protecting all flowers, shrubs, hedges, trees and ornamentals on site while pressure cleaning is being performed. Additional paint shall left to Homeowner for future use.**

- Replace all loose and missing stucco siding. Repair the stucco siding with the same finish and thickness as the existing. Patch and seal cracks with elastomeric caulking material.
- Excessive bleeding in wood members must be spot primed before application of first coat.
- Do not spray paint; roller and brush application only. All work must be free of runs, sags, defective brushing or rolling.

- Material allowance for paint must be mid-grade or better of the City approved brands, which are ZERO OR LOW VOC 100% acrylic products, i.e., **Benjamin Moore (Aura or EcoSpec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar).** Housing Inspector to verify brand and VOC level.

**Install approved address numbers placed in a position to be plainly visible from the street or road fronting the property. The residential buildings the numbers shall be at least four inches tall and one-half inch wide.**

<b>INTERIOR</b>
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**06) KITCHEN - REPLACE CABINETS AND COUNTERTOP INSTALL ELECTRICAL RECEPTACLES PATCH AND PAINT THE WALLS \$ 9,000.00**

**Relocate refrigerator to the south wall. Discuss layout with homeowner.**

Remove the kitchen countertop, base and wall cabinets. Haul away all debris from property at once. The Contractors will verify measurements and dimensions. This item requires a permit.

WALLS

- a) On all kitchen walls, repair any crack(s), patch small holes with spackle, patch large hole and walls replacement, with like material (or drywall) and matching the thickness of existing walls. As required, install framing, backings and/or furring strips. Patched walls finish should match existing finish as close as possible.
- Discuss (with Homeowner) any variations in new finish or type of new finish, prior to beginning the work. Include painting of closets, wood trim, baseboard and doors. Patch and paint the entire walls. Homeowner will select the paint color. Paint per the General Paint Specifications.
- b) Note, after the cabinets and appliances removal, patch and prime the walls concealed by the appliances, cabinets and back splash; patch and finish paint all exposed walls behind the cabinets. All exposed walls under the cabinets must have a finished appearance.

CABINETRY

- c) Replace the cabinetry in the same configuration as the existing, except as noted herein. The Homeowner will select cabinets color and design, from standard stock. Place escutcheon plates at all plumbing and electrical opening through the cabinet.



EXHIBIT A

REVISED SCOPE OF WORK

- d) All new cabinets are to be plywood or solid wood with raised wood doors, no particleboard, no thermo-foil or cabinet boxes covered with Formica. **CONTRACTOR is responsible for verifying all cabinetry material with Housing Inspector.**
- e) Install corner wall and base cabinets in all corners of the cabinets' layout design.
- f) Install 30" high wall cabinets.
- g) Install cabinets doors and drawers with soft-closing/self-closing technology
- h) Install a wall cabinet above the stove high enough for a future microwave under the cabinet unit.
- i) Replace any missing flooring, as required, match existing as close as possible.
- j) For cabinet attachments, use washer head cabinet screws or cabinet screws with cup washers.
- k) Material allowance including sales tax for door and drawer knobs/handles is \$3.00 each.

COUNTERTOP

- l) On top of the base cabinets, install the new standard Formica countertop on veneered exterior grade plywood. Homeowner will select color and design, within the budget. Replace the countertop in the same configuration as the existing, except as noted herein.
- m) Install a full Formica back splash.
- n) No Formica seams within 18" of wet area around sink.

ELECTRICAL

- o) Under this work item, provide the required three (3) tamper proof GFCI Receptacles along the kitchen countertop, i.e., there must be no point along the kitchen countertop wall-line located further than 24" from the GFCI outlet. Counter space 12" or more must have a tamper proof GFCI outlet.
- p) Provide a dedicated 20 amps outlet and wiring over the kitchen range/stove, do not install receptacle behind the exhaust vent including vent covering.
- q) Provide a dedicated outlet and wiring for the refrigerator.
- r) Under this work item, provide a 4-prong receptacle with the required wiring for the electric range.

07)       **ELECTRICAL-PANEL RELOCATION AND SERVICE INCREASE**  
              **\$ 4,000.00**

Remove existing electrical pane and relocate existing to a code approved location. box, and haul away. Furnish new 120/240 Volt, 200 ampere breaker type panel box complete with new breakers, and all circuits labeled and balanced. Leave provision for additional circuitry; four or more. Install new panel in accordance to NEC and FBC latest addition.

Remove existing meter box and service mast and haul away. Furnish all material and labor to increase present electrical service. All work must be done in accordance to National Electrical code and Florida Building Code latest addition. Service disconnect shall be breaker type.

- Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.
- Replace any switches, cover plates, receptacles, GFCI's that are damaged, malfunctioned, painted over and/or missing. Replace damaged electrical connections, conduit and wiring. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.
- Provide and install tamper proof GFCI Receptacles and/or GFCI Circuit Breakers for the bathroom(s), all outside receptacles and non-grounded receptacles.
- Provide code required outlets for the washer and provide a 4-prong receptacle with the required wiring for the electric dryer. Provide a new power cord and connection to the dryer..
- Provide circuit breaker for tankless water heater
- Correct any air conditioner electrical code violation.
- Provide attic access light fixture and switch, if required or missing.
- Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where an existing smoke detectors were removed), paint from cut-line to cut-line.

08)	INSTALL <u>TEN (10) YEARS BATTERY POWERED</u> SMOKE ALARMS WIRELES	
FIXED BID AMOUNT		\$ 700.00

INSTALL CODE APPROVED REQUIRED NUMBER OF TEN (10) YEARS BATTERY  
POWERED SMOKE DETECTORS.

Reason for installation: no existing smoke detectors in sleeping areas and electrical panel will be upgraded.

Install 10-year non-removable, non-replaceable batteries powered smoke alarms. Follow the Florida Building Code (FBC) and National Electrical Code (NEC) requirements for placement of the alarm on the walls, ceiling and location



EXHIBIT A

REVISED SCOPE OF WORK

within the home.

- a) All smoke alarms shall be wireless.
- b) Install the smoke alarms in each bedroom and in the hallway or area outside the bedroom.
- c) Remove any battery-operated smoke alarms and patch surface after removal.
- d) Provide proof of ten years' non-removable battery powered smoke alarms and/or carbon monoxide alarms at all inspections.
- e) Please note the estimate average material cost, including sales tax, per 10 years battery powered smoke detector is \$27 each as supplied by Kidde, model i9010 and carbon monoxide detector \$37 each.
- f) NOTE FLORIDA STATUTES 553.883 - One-family and two-family dwellings and townhomes undergoing a repair, or a level 1 alteration as defined in the Florida Building Code, may use smoke alarms powered by 10-year non-removable, non-replaceable batteries in lieu of retrofitting such dwelling with smoke alarms powered by the dwelling's electrical system. Effective January 1, 2015, a battery-powered smoke alarm that is newly installed or replaces an existing battery-powered smoke alarm must be powered by a non-removable, non-replaceable battery that powers the alarm for at least 10 years. The battery requirements of this section do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system.

**Additional Services** **\$ 400.00**

- Drywall and framing repairs, electrical repairs and plumbing repairs
- Upgrade Smoke detectors to hard wired

**Total Contract Amount \$ 24,800.00**

**LEAD INSPECTION**

(The lead inspection for said property was previously administered)

**LEAD BASE PAINT INSPECTION** **\$150.00**

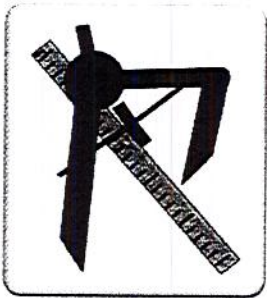
All single family properties, rehabilitated through Federal and/or State funding, are subject to lead-based inspections, in accordance with the U.S. Environment Protection Agency ("EPA") at 40 CFR Part 745 and Chapter 7 of the HUD Guidelines. CDBG funds in the amount of \$ 150.00 are being utilized for the lead-based inspections conducted by Associated Consulting Professionals,

Inc., and will be added to the Mortgage and Note recorded with Miami-Dade County Clerk of Courts.

**Total Agreement Amount      \$ 24,950.00**



CHANGE ORDER



Date: 02/02/2021

Contractor: REGOSA ENGINEERING SERVICES INC  
Address: 15700 NE 2 Avenue, Miami FL 33162  
Phone: 786-262-2964

Homeowner Name: Helene Jean Charles  
Address: 1130 NE 132 Street, North Miami, FL

Change Order Number: 1


Original Contract Date: 09/22/2020 (Executed agreement date)

Change Order Description:

Kitchen: Drywall and framing repairs, electrical repairs and plumbing repairs. (\$200)  
Upgrade Smoke detectors to hard wired. (\$200)

Original contract sum:	\$24,400.00
Amount of change order:	\$400.00
New Contract amount after (additional work)	\$24,800.00
Additional Services (see above):	\$400.00
New total contract amount:	<u>\$24,800.00</u>

  
Contractor/Manager Signature  
  
Housing Inspector  
 2/12/2021  
HSS Director

Helene Jean - Charles  
Homeowner's Signature  
  
HSS Assistant Director

This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

CITY OF NORTH MIAMI  
HOME INVESTMENT PARTNERSHIP PROGRAM

MONEY MORTGAGE

3/3/2021

This Mortgage is made and entered into this day of \_\_\_\_\_, between **Helene Jean Charles**, (“Mortgagor”), residing at 1130 NE 132 Street, North Miami, Florida 33161, and the **City of North Miami, Florida** (“Mortgagee”).

WITNESSETH:

WHEREAS, the Mortgagors desires to secure the payment of an indebtedness in the principal amount of **Twenty-Four Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$ 24,950.00)** with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as “Schedule A” and made a part of this Mortgage, and all other indebtedness which the Mortgagors is obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgages to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

Lot 4, Block 2 of Corinne Park, According to the Plat thereof, as recorded in Plat Book 49, Page 15, of the Public Records of Miami-Dade County, Florida a/k/a, 1130 NE 132<sup>nd</sup> Street, North Miami, Florida 33161 (subject property)

TOGETHER with all appurtenances and all the estate and rights of the Mortgagors in and to such property or in any way appertaining, all buildings and other structures attached to, or used in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures, and all replacements and additions, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

TOGETHER with any and all awards made for the taking of the Mortgaged Property, 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 assigned to the Mortgagee and are deemed a part of the Mortgaged Property, and the Mortgagee is authorized to collect and receive the proceeds of such awards, to give the proper receipts and quitittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the Mortgagors agrees, upon request by the Mortgagee, 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 or any kind and nature; and

TOGETHER with all right, title and interest of the Mortgagors 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 collectively call the “Mortgaged Property”).

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

The Mortgagors further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagors will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided in the Note and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagors will pay when due all ground rents, if any, and all taxes, assessments, waiver rates and other governmental charges, fines, and impositions of every kind and nature imposed on the Mortgaged Property or any part, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagors by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose(s) described or referred to in the City of North Miami Home Investment Partnership Program (HOME) Rehabilitation Loan Agreement entered into this day of 3/3/2021, to or on the Mortgaged Property, and for such other purpose, if any.
4. No building or other structure or improvement, fixture, or personal property managed shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagors will not make, permit or suffer any alteration of or addition to any building or other structure or improvement to be erected or installed upon the



Mortgaged Property or any part, nor will the Mortgagors 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 Mortgagors will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part and will promptly and with all the requirements of federal, state and local governments, or of any departments, divisions or bureaus, pertaining to such property.

5. The Mortgagors will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property, or any part, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same from the claims of all parties supplying labor or materials which will enter into the construction or installation of improvements. This Mortgage shall have priority over all other encumbrances except a purchase money first mortgage.
6. a) The Mortgagors will keep all buildings, other structures and improvements, including equipment, now existing or which may be erected or installed on the land mortgaged, insured against loss by fire and other hazards, casualties and contingencies, 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 insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All policies and attachments 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, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagors will pay promptly when due, as provided, any and all premiums on such insurance, and in every case in which payment is not made from the deposits 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 if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagors will pay the Mortgagee every premium so paid by the Mortgagee.
- b) In the event of loss or damage to the mortgage property, the Mortgagors will give to the Mortgagee immediate notice by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagors. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagors and the Mortgagee jointly, unless the amount of loss is payable first to the lienholder under a mortgage or similar instrument to which this Mortgage is expressly subject, and the insurance proceeds, or any part, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness secured, or to the restoration or repair of the Mortgaged Property in extinguishment of such indebtedness, all right, title and interest of the Mortgagors 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 Mortgagors.
7. The Improvements and all plans and specifications shall comply with any and all applicable municipal, county, state and federal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion, shall comply with the rules of the Board of Fire Underwriters having jurisdiction.
8. Upon any failure by the Mortgagors to comply with or perform any of the terms, covenants or conditions of the Mortgage requiring the payment of any amount of money by the Mortgagors, 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), with interest thereon from date of such payment, at the rate of four percent (4%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagors 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.
9. 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 at any time require inspection, repair, care or attention of any kind or nature not provided by the Mortgagors as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagors, 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, as the Mortgagee may in its sole discretion deem necessary.
10. The principal amount owing on the Note together with interest and all other charges, as provided in the Note, and all other amounts of money owing by the Mortgagors to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the transfer or alienation of the Mortgaged Property to another person other than the Mortgagors, except is such transfer is to the surviving spouse, appointment of a receiver or liquidator, whether voluntary or involuntarily, for the Mortgagors or any of the property of the Mortgagors, or upon the filing of a petition by or against the Mortgagors under the provisions of



any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagors 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 which shall constitute a default on that Note and any other Note which this mortgage secures:

- 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;
- b) Nonperformance by the Mortgagors of any covenant, agreement, term or condition of this Mortgage, or the Note (except as otherwise provided in subdivision (a) or of any other agreement made by the Mortgagors with the Mortgagee in connection with such indebtedness, after the Mortgagors has been given due notice by the Mortgagee of such nonperformance;
- c) Failure of the Mortgagors to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part, 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 Mortgagors to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making, or in any of the agreements entered into by the Mortgagors 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 Mortgagors;
- e) The sale, lease or other transfer of any kind or nature of the Mortgaged Property, or any part, without the prior written consent of the Mortgagee, including the subordination of this mortgage or owner/s refinancing of the mortgage property.

The Mortgagee's failure to exercise any of its rights shall not constitute a waiver. 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".

11. Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagors or their successors or assigns in title, for any purpose, provided that all such advances are made within **ten (10)** years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **Twenty-Four Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$ 24,950.00)**, plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagors and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.
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 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 Mortgagors to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.
13. a) After the happening of any default, the Mortgagors 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 secured, and all such rents and all losses existing at the time of such default are assigned to the Mortgagee as further security for the payment of the indebtedness secured, 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 Mortgagors occupies the Mortgaged Property or any part, the Mortgagors agrees to surrender possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagors shall pay in advance, upon demand by the Mortgagee, as a reasonably monthly rental for the premises occupied by the Mortgagors, an amount at least equivalent to one-twelfth the aggregate of the twelve monthly installments payable under the Note 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 Mortgagors to pay such monthly rental, the Mortgagors 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 Mortgagors, and in the case of foreclosure and the appointment of a receiver of the rents, the 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 Mortgagors or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.
- 15. The Mortgagors, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagors and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part.
- 16. The Mortgagors will give immediate notice by registered or certified mail to the Mortgagee 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.
- 17. Notice and demand or request may be made in writing and may be served in person or by mail.
- 18. In case of a foreclosure sale of the Mortgaged Property, it may be sold in one parcel.
- 19. The Mortgagors will not assign the rents, if any, in whole or in part, from the Mortgaged Property, or any part, without the prior written consent of the Mortgagee.
- 20. The Mortgagors 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.
- 21. The Mortgagors waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditure for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagee pursuant to any provision of this Mortgage.
- 22. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagors and the heirs, legal representatives and assigns of the Mortgagors, and to the extent permitted by law, every subsequent owner of the Mortgaged Property, and shall be binding upon and inure to the benefit to the Mortgagee and its assigns. If the Mortgagors consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all these provisions and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagors on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Tommie L. Frison  
Witness (Print Name)

Helene Jean Charles  
Helene Jean Charles

Address: 1130 NE 132<sup>nd</sup> Street North Miami, Florida 33161

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 24 day of February, 2021 by the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]  
Signature of Notary Public, State of Florida





This instrument prepared by:  
Office of the City Attorney  
Jeff P. H. Cazeau, Esq.  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

CITY OF NORTH MIAMI  
HOME INVESTMENT PARTNERSHIP PROGRAM  
**PROMISSORY NOTE**

Schedule A  
Amount: \$24,950.00

Agreement No.: HOME (R) - 2020-20  
Date: 3/3/2021

3/3/2021

This Promissory Note is made and entered into this day of \_\_\_\_\_, between **Helene Jean Charles**, ("Mortgagors") residing at 1130 NE 132<sup>nd</sup> Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the City of North Miami, Florida ("City") the sum of **Twenty-Four Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$ 24,950.00)** payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami Home Investment Partnership Program ("HOME") ("Program") requirements, this amount shall be partially forgiven in the amount of **Two Thousand-Four Hundred Ninety-Five Dollars and 00/100 Cents (\$2,495.00)** each year over a ten (10) year period, until fully forgiven at the conclusion of ten (10) years.

If the property securing this note is sold or in any way alienated or transferred, except if such transfer is to the surviving spouse, such an event shall constitute a default, and this sum shall be payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount then owing. Determination of an alienation, transfer or sale sufficient to call for payment of this Note shall rest with the City and/or its designated agents and the maker shall be notified of the time and place of payment. Subordination of this Note or the Owner's refinancing of the subject property shall constitute a default.

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

If the principal amount of this Note is not paid when due, the undersigned's action shall constitute a default and shall, at the option of the City, pay to the City the late charge of one (1) percent per calendar month, or fraction thereof, on the amount past due and remaining unpaid. Failure of the City to exercise such option shall not constitute a waiver of such default. If the undersigned shall default on payment under this note, or provide false information in support of the application for loan, or otherwise violate the City's Program requirements, the undersigned may be subject to penalties authorized by state and local laws, codes, rules and regulations. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments.

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

THIS NOTE is secured by a Mortgage of even date duly filed for record in the Public Records of Miami-Dade County, Florida.

DEMAND, 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.

Tommy L. Faison  
Witness

Helene Jean Charles  
Helene Jean Charles, Owner

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 24 day of February 2021 by the Owner(s) identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

  
Signature of Notary Public, State of Florida