

**AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT
REHABILITATION LOAN AGREEMENT**

THIS AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT ("Amendment") is entered into on 2/17/2021, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 ("City"), **Solutions Capital Group, Inc.** ("Contractor") having its principal business address at 801 NE 167 Street Ste. 314, North Miami Beach, Florida 33162, and **Jean Gilles Pierre & Eveline Pierre** ("Owners"). The City, Contractor and Owners shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on 9/3/2020, the Parties entered into a Community Development Block Grant (CDBG) Rehabilitation Program Agreement ("Agreement") which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to amend the Agreement to reduce the cost amount of rehabilitation Services ("Services"); and

WHEREAS, the Services amount was reduced by Five Hundred Fifty Dollars and 00/100 Cents (\$550.00).

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

1. **Article 1.** is hereby amended to reflect a total amount of Twenty-Three Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$23,750.00) in CDBG funds being utilized for the rehabilitation of the subject property.
2. **Article 18.** is hereby amended to reflect a limitation on liability amount of Twenty Three Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$23,750.00)
3. **Exhibit A.** Revised SCOPE OF SERVICES is hereby amended to remove services and update contract amount.
4. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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:



Witness

Date:

2/9/2021

Witness

Date:

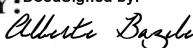
2/9/2021

Witness

Date:

2/9/2021

APPROVED BY:



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Alberte Bazile, MBA

Housing & Social Services, Director

ATTEST:

municipal



BB47A3B4B262492

Vanessa Joseph, Esq., City Clerk

2/17/2021

City Clerk Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



8AF8443D714D491

Jeff P. H. Cazeau, Esq., City Attorney

2/12/2021

City Attorney Date Signed

Jean Gillis Pierre
CDBG-2020-03

Jean Gilles Pierre

“Owner”:

By: 

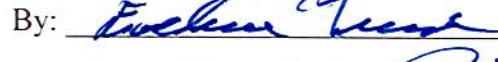
Print Name: P. G.

Date:

2/9/2021

Eveline Pierre

“Owner”:

By: 

Print Name: Eveline Pierre

Date:

2-9-21

CONTRACTOR:

By: 

Date:

2/9/21

Date:

2/12/2021

City of North Miami, a FLORIDA

Corporation, “City”:

DocuSigned by:



E0514CC246694D9
Theresa Therilus, Esq., City Manager

DS



2/17/2021

City Manager Date Signed

Exhibit A

REVISED SCOPE OF SERVICES

OWNERS and CONTRACTOR agree to undertake the following repairs:

EXTERIOR

GENERAL ROOF SPECIFICATIONS

Sheathing end joints shall be made over rafters. All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with minimum 2"x4" lumber from roof rafters to nearest bearing wall. Purlins shall be used when necessary. The first two hundred feet (200') of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector's verification and authorization prior to replacement. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. The roofing contractor must comply with any gas vents requirements per Building and Zoning. **Contractor shall warrant work for ten years from completion date (final permit approval) of all work required under this contract. A copy of the warranty must be submitted to the Homeowners and the Community Planning & Development Housing Division office upon completion of the roof.**

NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.

01) FLAT ROOF MODIFIED BITUMEN \$12,150.00

Remove all existing roofing covering, underlayment, and flashings to bare sheathing including the front porch. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once. Replace all rotten, damaged, and missing sheathing and rafters as per Roof General Specifications and paint to match existing. Furnish and install new underlayment mechanically fastened to the deck, two layers of fiberglass ply sheet, solid mopped with hot asphalt and one layer of Modified Bitumen solid mopped with hot asphalt. Where required, install new 3 inches galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Upon completion of work, Contractor will provide the Homeowners with the manufacturer's warranty and Contractor's five-year warranty against leaks. **NOTE: OVER THE**

LIVING AREA, 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD.
INSPECTION/DOCUMENTATION REQUIRED. There can be no pooling water. Use tapered insulation or build up low areas, if required to prevent any pooling water.

02) REPLACE All SOFFIT & SOFFIT SCREENS \$150.00

Location: Front of the home (South exposure)

- Remove existing screens, on the soffits at south location. Haul away all debris from property at once. Build new wood soffit with a continuous soffit vent, matching the size and material of the existing soffit. All soffit shall be secured with non-corrosive nails. Minimum length of any soffit segment shall be 5 feet.
- Paint new soffit 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 of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

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

Install new 6" seamless metal gutter and downspout system at the appropriate slope (on the entire house). The Homeowners will select color from standard stock colors. Install new splash 24" blocks at downspouts, discharging the water away from any foundation.

04) ~~INSTALL ACCORDION HURRICANE SHUTTERS~~ \$550.00

~~LOCATIONS: FRONT DOOR~~

Install new aluminum ~~accordion~~ storm shutters at front and rear doors: ~~(2)~~ The shutters and its components shall be installed in strict compliance with the Florida Building Code product approval (or Miami/Dade NOA). The shutters shall be constructed to be permanently attached. Homeowners and/or Homeowner's Association will select the color of the new shutters. Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters. Repair adjacent surfaces to match existing.

- All exposed anchoring screws shall be the same color as the frame or concealed.
- Relocate required electrical items and gutters/downspouts, to accommodate the shutters installation.

05) INSTALL EXTERIOR DOORS (3) \$2,250.00

Locations: (1) Front door (South) and (2) Rear doors: (North) Back door and laundry room door.

Deteriorated exterior doors, show evidence of termite infestation, and are not weather tight. Door locks are compromised and not securing the door.

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 six panels steel 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 Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

**06) EXTERIOR LIGHTING/INSTALL LED MOTION SENSORED FLOOD LIGHTS
ON EACH CORNER OF THE HOUSE \$400.00**

Quantity: 4 (N, S, E, W)

Homeowners are elderly and are concerned for their safety since they abut a fully accessible easement. Motion sensed flood lights would allow more visibility for the homeowners to monitor her property. Please note: House does not have exterior lighting and may need electrical wiring installed.

07) PRESSURE CLEAN AND PAINT SURFACE OF HOUSE \$4,600.00

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. 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. Call Housing Inspector for inspection.

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. Prime all joints as necessary. Apply and tool ZERO OR LOW VOC sealant to required configurations. Prepare surface, prime and paint. Tint the primer to the color selection. 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. Apply finish coat(s), test paint to determine proper number of coats for coverage. Protect adjacent areas while painting. Homeowners will select a maximum of three colors. Call Housing Inspector prior to application of finish coat. **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 Homeowners 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.

INTERIOR

GENERAL PAINT SPECIFICATIONS

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. All paint must be mid-grade or better of the City approved brands, which are ZERO VOC products, i.e., Benjamin Moore (Aura or Eco Spec), Sherwin Williams (Harmony), Glidden/ICI (Life master) PPG (Pure Performance), Olympic (Valspar). Housing Inspector shall verify brand and VOC level.

07) PAINT/REPAIR CEILING

\$1600.00

LOCATIONS: LIVING ROOM

Reason for repairing: existing ceiling has water damaged.

Remove all water-damaged and water stained ceiling material, including the insulation.

Replace missing insulation with R-19 insulation batt or blow-in.

Replace drywall. Re-tap joints. Patch small holes with spackle. Patch large hole and ceiling replacement, with like material and matching thickness of existing ceiling. Install the required framing, backings and/or furring strips.

- Provide a smooth ceiling finish. Paint ceiling from cut-line to cut-line. The Homeowners will select the paint color. **Apply two (2) coats of primer and one (1) coat of paint.** 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.**

08) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS

\$800.00

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and

in the garage and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where any existing smoke detectors were removed), paint from cut-line to cut-line.

- a. Remove existing hard-wired smoke detectors, if cannot be interconnected
- b. Remove existing battery-operated smoke detectors and patch surface after removal.
- c. Note: No change order allowed for a sub-panel. Prior to submitting the bid, the contractor is to verify, if the existing electrical panel can accommodate ARC Fault Circuit Breaker or install the required sub-panel.

Haul away all debris from property at once.

TOTAL CONTRACT AMOUNT: \$23,750.00

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: \$23,900.00

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

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT

MONEY MORTGAGE

2/17/2021

This Mortgage is made and entered into this day of _____, between **Jean Gillis Pierre & Eveline Pierre**, ("Mortgagors"), residing at 903 NE 126th Street, North Miami, Florida 33161, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagors desire to secure the payment of an indebtedness in the principal amount of **Twenty-Three Thousand Nine Hundred Dollars and 00/100 Cents (\$23,900.00)** 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 are obligated to pay to the Mortgagee pursuant to the provisions of the Note of this Mortgage, hereby grants, conveys and mortgage s to the Mortgagee the parcel of land situated in Miami-Dade County, Florida and described as follows:

Lot 14, In Block 39, of corrected Plat Irons Manor Third Addition, according to the plat thereof, as recorded in Plat Book 27, at Page 71 of the Public Records of Dade County, Florida a/k/a, 903 NE 126th 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 quittance, 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 agree, 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 Community Development Block Grant (CDBG) Rehabilitation Loan Agreement entered into this day of 2/17/2021, 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 Mortgagors' 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 Mortgagors' 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 seven (7) 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-Three Thousand Nine Hundred Dollars and 00/100 Cents (\$23,900.00)**, 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 agree 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 owners 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 Frison
Witness (Print Name)

Jean Gillis Pierre
Jean Gillis Pierre

Eveline Pierre
Eveline Pierre

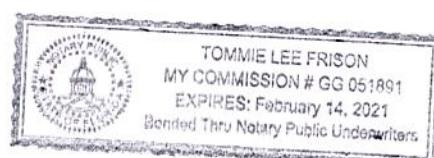
Address: 903 NE 126th Street, North Miami, Florida 33161

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 9th day of February 21 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.

Q. L. Frison
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. 125th Street
North Miami, FL 33161

CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT

PROMISSORY NOTE

Schedule: A
Amount: **\$23,900.00**

Agreement No. **CDBG -2020-13**
Date: **2/17/2021**

This Promissory Note is made and entered into this day of **2/17/2021**, between **Jean Gillis Pierre & Eveline Pierre**, ("Mortgagors") residing at 903 NE 126th 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-Three Thousand Nine Hundred Dollars and 00/100 Cents (\$23,900.00)**, 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 Community Development Block Grant (CDBG") Program ("Program") requirements, this amount shall be partially forgiven in the amount of **Three Thousand Four Hundred Fourteen Dollars and 28/100 Cents (\$3,414.28)** each year over a seven (7) year period, until fully forgiven at the conclusion of seven (7) 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.

Tommie Frison
Witness (Print Name)
Tommie Frison
Witness (Print Name)

Jean Gillis Pierre
Jean Gillis Pierre
Eveline Pierre
Eveline Pierre

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 9th 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

