

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP
HOMEOWNERSHIP AGREEMENT

THIS AGREEMENT is entered into this day of 2/20/19, by and between the following: the **CITY OF NORTH MIAMI** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161 and **Hucler Salomon & Ketlene Salomon**, ("Purchaser")s, whose principal address is located at 1117 NW 145 Terrace, North Miami, FL 33168 who are attempting to purchase real property located within North Miami, Florida, more particularly and legally described as:

*Lot 24, Block 7. Of **Nichols Heights**, according to the plat thereof, as recorded in Plat Book 46, Page 93, of the Public Records of Miami-Dade County, Florida a/k/a, 13915 NW 5 Court, North Miami, Florida 33168 (subject property)*

IN THE CITY OF NORTH MIAMI, a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161 and **Mellex Title**, ("Escrow Agent"), closing agent for the purchase transaction, whose offices are located at 2 S University Drive, Suite 304, Plantation, Fl. 33324, collectively referred as the "Parties".

WITNESSETH:

WHEREAS, the Florida Legislature created the State Housing Initiatives Partnership (SHIP) Program to provide funds to local governments for the creation of local housing partnerships, the expansion, production and preservation of affordable housing for very-low, low and moderate income persons, and for the increase in housing-related employment; and

WHEREAS, the City has established a Local Housing Assistance Program ("Program") to provide assistance to eligible homeowners within the City for the purpose of purchasing property ("Project"), in accordance with the SHIP Program specifically described in Chapter 420, Florida Statutes and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the Purchaser(s) and Escrow Agent have agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the funds that the City will release, which is acknowledged by the Parties, the Parties agree as follows:

1. SHIP funds in the amount of **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)** are being utilized in this real estate transaction for the purpose of purchasing the subject property.

2. The Purchase and Sale Agreement and other documents related to the real estate transaction (“Contract Documents”), attached as Composite Exhibit “A”, represent the rights and responsibilities of the Parties under the Program, and that the Parties agree to abide by and comply with their roles and responsibilities.
3. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature that may arise under or by reason of this Agreement. The City’s decision on all questions and disputes shall be final.
4. The real estate transaction shall be conducted in accordance with any and all applicable codes, ordinances and statutes of the City of North Miami, Miami-Dade County and the State of Florida.
5. The Purchaser(s) agrees to maintain the property in good condition after the purchase is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Purchaser(s) must have an active flood insurance policy.
6. The Parties acknowledge and agree that the funding provided by the City derives from SHIP Program funds appropriated to the City by the Florida Department of Community Affairs for the uses and purposes referred to in this Agreement.
7. The Purchaser(s) acknowledges and represents that the Seller, Real Estate Broker/Agent, Escrow Agent and third party financing entity, if any, have been informed that the funds provided by the City derive from the SHIP Program and that the funds shall be secured by a non-interest bearing Note and a Purchase Money Second Mortgage, which shall have priority over all other encumbrances, except a Purchase Money First Mortgage. The Parties agree that the indebtedness shall be partially forgiven in the amount of **Three Thousand Five Hundred Seventy-One Dollars and 42/100 Dollars (\$3,571.42)** each year over a seven (7) - year term, until fully forgiven.
8. The Purchaser(s) and Escrow Agent understand and agree, and acknowledge and represent that the Seller, Real Estate Broker/Agent and third party financing entity, if any, have been informed, that should the real estate transaction not be completed or the subject property not be purchased by Purchaser(s), for whatever reason, funds provided by the City shall be returned in full despite any other contractual obligations.
9. The Purchaser(s) acknowledges and agrees to continually occupy the property as their primary residence for at least seven (7) years following this Agreement's execution.
10. If any interest in the property is sold, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within seven (7) years of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four percent (4%) simple interest per year on the unpaid principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in

the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the City.

11. The foregoing restrictions shall be considered and construed as restrictions running with the land, and the same shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of seven (7) years from the date this Agreement is recorded.
12. The City may seek civil action and penalties including court costs, attorney's fees and reasonable administrative expenses should Purchaser(s) or Escrow Agent fails to comply with the foregoing covenants and restrictions.
13. The City may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.
14. Purchaser(s) and Escrow Agent shall not release or amend this Agreement without the prior written consent of the City.
15. The City shall provide the funding for the real estate transaction as described in Exhibit "B". Once the funding is provided, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Purchaser(s) or any third person or entity.
16. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)**. Purchaser(s) and Escrow Agent express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)**. Accordingly and notwithstanding any other term or condition of this Agreement, the Purchaser(s) and the Escrow Agent agree that the City shall not be liable to the Purchaser(s) nor to the Escrow Agent for any cause of action arising out of this Agreement in an amount in excess of **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)**. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.
17. Purchaser(s) and Escrow Agent shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.
18. Purchaser(s) and Escrow Agent shall not assign any interest in this Agreement.
19. In the event of the Purchaser(s) or Escrow Agent's default, the City may mail a notice of default to Purchaser(s) and Escrow Agent. If the default is not fully and satisfactorily cured within thirty (30) calendar days of the mailing of the notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement.

20. In the event of the Purchaser(s) or Escrow Agent's default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.
21. A default shall include but not be limited to the following acts or events of the Purchaser(s), Escrow Agent and their agents, servants, or employees:
 - a. Failure to comply with any and all applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - b. Default by Purchaser(s) or Escrow Agent on any of the terms and conditions of the note, mortgage or other document executed in connection with this real estate transaction.
 - c. Insolvency or bankruptcy by the Purchaser(s) or Escrow Agent.
22. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
23. The Purchaser(s) and Escrow Agent shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes and chapter 67-37, Florida Administrative Code.
24. Notices and Demands: All notices, demands, correspondence and communications between the Parties shall be deemed sufficiently if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
 7756 N.E. 125th Street
 North Miami, Florida 33161
 Attn: City Manager

With copies to: City of North Miami
 776 N.E. 125th Street
 North Miami, Florida 33161
 Attn: City Attorney &
 Attn: Community Planning & Development Director

If to Escrow Agent: Mellex Title Services, LLC
 2 S University Drive, Suite 304
 Plantation, Florida 33324

If to Purchaser(s): Hucler Salomon & Ketlene Salomon
 1117 NW 145 Terrace
 Miami, Florida 33168

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the other.

25. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
26. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
27. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
28. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of North Miami, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[The remainder of this page is intentionally left blank]

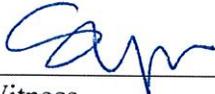
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.



Witness
Date: 2/14/19



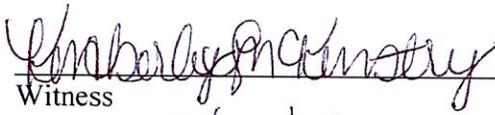
Hucler Salomon, Purchaser
Date: 2/14/19



Witness
Date: 2/14/19



Ketlene Salomon, Purchaser
Date: 2/14/19

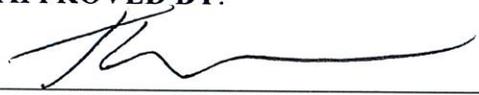


Witness
Date: 2/15/19

TITLE COMPANY:
By: 

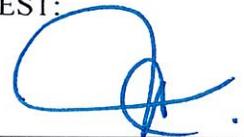
(Signature)
MELANIE LEVINE

Print Name
Date: 2-15-19

APPROVED BY:


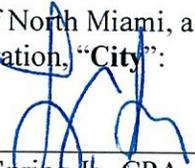
Tanya Wilson, A.I.C.P.
Community Planning & Development Director

Date: 2/19/19

ATTEST:


Michael Etienne, Esq., City Clerk
2-20-19

City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":


Larry Spring Jr., CPA, City Manager
2/19/19

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


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

City Attorney Date Signed

EXHIBIT A

PURCHASE AGREEMENT AND RELATED DOCUMENTS

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

ACCESSUSA
— REALTY —

PARTIES: Tropic Real Est Solutions Llc ("Seller"),
and KETLENE BLANC SALOMON AND HUCLER SALOMON ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 13915 NW 5th Court, North Miami, FL 33168-3952
- (b) Located in: BROWARD County, Florida. Property Tax ID #: 06-2124-002-1610
- (c) Real Property: The legal description is 24 52 41NICHOLS HGTS PB 46-93LOT 24 BLK 7LOT SIZE 65.000 X 102OR 12350-1801 1084 1

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery-rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency):..... \$ 235,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 5,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) accompanies offer or (ii) is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: MELLEX TITLE

Address: _____

Phone: 9547485550 E-mail: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 226,775.00

(d) Other: _____ \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds \$ 3,225.00

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before December 8, 2018, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on January 15, 2019 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials K.S H.S

Seller's Initials GAG

K.S
H.S

53 5. EXTENSION OF CLOSING DATE:

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.

58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
60 extended as provided in STANDARD G.

61 6. OCCUPANCY AND POSSESSION:

62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.

68 (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is
69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

77 7. ASSIGNABILITY: (CHECK ONE): Buyer may assign and thereby be released from any further liability under
78 this Contract; may assign but not be released from liability under this Contract; or may not assign this
79 Contract. *K.S.H.S.*

80 FINANCING

81 8. FINANCING:

82 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
87 (describe) loan within 15 (if left blank, then 30) days after Effective Date ("Loan Approval
88 Period") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
89 2(c)), at an initial interest rate not to exceed 5.25 % (if left blank, then prevailing rate based upon Buyer's
90 creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91 (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
108 (2) terminate this Contract.

Buyer's Initials K.S.H.S.
FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials [Signature]

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

Buyer's Initials K.S.H.S
FloridaRealtors/FloridaBar-ASIS-5

Page 3 of 12

Seller's Initials B.M.

Serial#: 073793-500154-2852612

Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

forinsimple.com

- 164* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: Seller shall furnish a copy of a prior owner's policy
 165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
 166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
 167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
 168* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
 169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
 170 (d) **SURVEY**: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
 171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
 173* (e) **HOME WARRANTY**: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 174* _____ at a cost not to exceed \$ _____. A home
 175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
 177 (f) **SPECIAL ASSESSMENTS**: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 182 be paid in installments **(CHECK ONE)**:
 183* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 184 Installments prepaid or due for the year of Closing shall be prorated.
 185* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
 186 **IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.**
 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 **DISCLOSURES**

190 **10. DISCLOSURES:**

- 191 (a) **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 194 radon and radon testing may be obtained from your county health department.
 195 (b) **PERMITS DISCLOSURE**: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
 196 does not know of any improvements made to the Property which were made without required permits or made
 197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
 198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
 199 written documentation or other information in Seller's possession, knowledge, or control relating to
 200 improvements to the Property which are the subject of such open permits or unpermitted improvements.
 201 (c) **MOLD**: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
 202 desires additional information regarding mold, Buyer should contact an appropriate professional.
 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood
 204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 210* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
 214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
 215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
 216 rating.
 217 (e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 218 required by Section 553.996, F.S.

Buyer's Initials K.S.H.S
 FloridaRealtors/FloridaBar-ASIS-5

Page 4 of 12

Seller's Initials ATG

Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS
222 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
223 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
247 IS Maintenance Requirement").

248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

249 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 5¹⁰ (if left blank, then 15)
250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
262 repairs and improvements required by Buyer's lender.

263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
267 Maintenance Requirement and has met all other contractual obligations.

268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
270 written documentation or other information in Seller's possession, knowledge, or control relating to
271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations.

Handwritten initials: K.S.H.S. and C.T.E.

274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
276 expend, any money.
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
279 to Buyer.

280 ESCROW AGENT AND BROKER

281 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
282 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
283 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
284 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
285 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
286 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
287 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
288 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine
289 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the
290 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon
291 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the
292 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will
293 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through
294 mediation, arbitration, interpleader or an escrow disbursement order.
295 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
296 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
297 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
298 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
299 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
300 termination of this Contract.

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
307 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
308 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
309 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

323 DEFAULT AND DISPUTE RESOLUTION

324 **15. DEFAULT:**
325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

Buyer's Initials K.S.H.S.
FloridaRealtors/FloridaBar-ASIS-5

Page 6 of 12

Seller's Initials [Signature]

Rev.4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 073793-000154-2852612

Formalisticly

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

339 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
341 as follows:

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

351 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

Buyer's Initials K.S.H.S.
Florida Realtors/Florida Bar-ASIS-5

Page 7 of 12

Seller's Initials [Signature]

Rev. 4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 073793-600150-2852612

Form Simplicity

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by ~~statutory warranty, trustee's,~~ *SPECIAL WARRANTY Deed*
437 ~~personal representative's, or guardian's deed,~~ as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

Buyer's Initials K. S. H. S.
FloridaRealtors/FloridaBar-KSIS-5

Page 5 of 12

Seller's Initials G. A. B.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to **COLLECTION** of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

Buyer's Initials K.S.H.S.
FloridaRealtors/FloridaBar-ASIS-5

Page 9 of 12

Seller's Initials PJSC

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

502 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
503 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
504 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
505 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
506 upon, nor extended or delayed by, such Exchange.

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.

516 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
517 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
518 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
519 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
520 to be bound by it.

521 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
522 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
523 rights.

524 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
525 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

526 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
527 received, including Deposits, have become actually and finally collected and deposited in the account of
528 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
529 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

530 **T. RESERVED.**

531 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
533 county where the Real Property is located.

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

Buyer's Initials K.S.H.S
Florida Realtors/Florida Bar-ASIS-5

Page 10 of 12

Seller's Initials GTO

Rev. 4/17 © 2017 Florida Realtors® and The Florida Bar. All rights reserved.

Serial#: 073793-500154-2852612

Transimply

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(f). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|----------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> Other: _____ |

20. ADDITIONAL TERMS:

Seller obtained title to property through foreclosure & will convey marketable title by special warranty deed (see pg 8-4 line 436)

6-16 MS-HS

Seller will not pay a closing fee as his attorney will be preparing his docs.

6-16 MS-HS

COUNTER-OFFER/REJECTION

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer.

Buyer's Initials K.S.H.S

Seller's Initials 6-16

592
593

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

594

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

595
596
597
598

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

599
600

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

601*

Buyer: [Signature]

Date: 11-21-2018

602*

Buyer: [Signature]

Date: 11-21-2018

603*

Seller: [Signature]

Date: 12/8/18

604*

Seller: _____

Date: _____

605
606*
607*
608*

Buyer's address for purposes of notice

Seller's address for purposes of notice

609
610
611
612
613
614

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

615*
616
617*
618

CARMIN MAURICE
Cooperating Sales Associate, if any

Listing Sales Associate

ACCESS USA REALTY
Cooperating Broker, if any

Listing Broker

Buyer's Initials K.S.H.S
FloridaRealtors/FloridaBar-ASIS-5

Seller's Initials [Signature]

FHA/VA ADDENDUM

BUYER/PURCHASER: KETLENE BLANC SALOMON AND HUCLER SALOMON

SELLER: Tropic Real Est Solutions Llc

PROPERTY ADDRESS: 13915 NW 5th Court, North Miami, FL 33168-3952

The following clauses shall amend the Deposit Receipt and Contract for Sale and Purchase (Contract) to which this is attached when used for FHA or VA financing (Federal Housing Administration or Veterans Administration). In the event of inconsistencies between this Addendum and the Deposit Receipt and Contract for Sale and Purchase, the provisions contained in this Addendum shall prevail.

(NOTE: Complete the appropriate paragraph on Page 1, Re: FHA/VA, of the Contract which is being used in conjunction with this Addendum.)

1. MORTGAGE CONTINGENCY: This Contract is contingent upon the Buyer qualifying for an FHA Insured Mortgage Loan or a VA Guaranteed Mortgage Loan in the amount of \$226,775.00 (or the maximum allowable loan plus FHA Mortgage Insurance Premium or VA Funding Fee, if this blank is not filled in) for a period of _____ years (thirty (30) years if blank is not filled in). Buyer and Seller agree to comply with FHA or VA regulations and conditions.

2. MORTGAGE CLOSING COSTS:

2.1 BUYER MORTGAGE CLOSING COSTS: All Mortgage Closing Costs, except Non-Allowable Mortgage Closing Costs and agreed Costs (see 2.2 below) shall be paid by Buyer. Prepayments, including prepaid interest adjustment, escrows for taxes, hazard insurance, flood insurance, monthly MIP and other required escrows shall be paid by Buyer at time of closing. The FHA Mortgage Insurance Premium (MIP) or VA Funding Fee, due and payable at time of closing, shall be paid by Buyer and may be financed in the mortgage or paid in cash.

2.2 SELLER MORTGAGE CLOSING COSTS:

2.2 (a) NON-ALLOWABLE MORTGAGE CLOSING COSTS: Seller acknowledges that there are certain Mortgage Closing Costs which FHA and VA regulations do not allow the Buyer to pay. Seller agrees to pay these Non-allowable Mortgage Closing Costs up to a maximum amount not to exceed \$0.00 (\$250.00 if this blank is not filled in). This is in addition to any Mortgage Closing Costs or other Closing Costs (including pre-payments) which Seller agrees to pay per paragraph 2.2 (b) below.

2.2 (b) Seller agrees to pay up to \$0.00 (zero (0) amount if left blank) of Buyer's Closing Costs in addition to Non-Allowable Mortgage Closing Costs agreed to be paid by Seller in 2.2 (a) above. Closing Costs include but are not limited to prepayments, discount points and Mortgage Closing Costs. This amount shall be applied in the following order: (a) to prepayments, (b) to discount points, if any, and (c) remaining balance, if any, to Mortgage Closing Costs. The initial one-time FHA Mortgage Insurance Premium or VA Funding Fee may not be included in this paragraph.

3. INDICATE BY CHECK MARK FINANCING REQUESTED:

3.1 () FHA FINANCING. FHA APPRAISAL: It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans

K. S
H. S

GTC

Property Address: 13915 NW 5th Court, North Miami, FL 33168-3952

Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$235,000.00. The Buyer shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

3.2 () VA FINANCING. VA APPRAISAL: It is expressly agreed that, notwithstanding any other provisions of this Contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

4. TITLE EVIDENCE: After Buyer notifies Seller of approval of Buyer's mortgage loan, Seller shall comply with the EVIDENCE OF TITLE Standards as set forth in the Contract. The title insurer of the mortgage loan and title insurer's agent must be acceptable by lender.

5. INSPECTIONS AND REPAIRS: Inspections and repairs required by FHA or VA regulations shall be made in a manner meeting the requirements of FHA or VA. All other inspections shall be governed by the provisions set forth in the Contract. The limitations on repair expense as set forth in the Contract shall control in the event all costs of repairs exceed the maximum amount as set forth in the Contract. Seller shall pay for any inspections required by VA.

6. CONDOMINIUM UNIT: The following shall apply in the event subject purchase consists of a Condominium Apartment Unit: This Contract and the Buyer's and Seller's obligations hereunder are contingent upon the project, in which the Property is located, being prior approved by the FHA or VA, as applicable.

7. NOTICE AS REQUIRED BY FHA/VA:

7.1 BUYER ACKNOWLEDGES RECEIPT OF THE REQUIRED HUD/FHA DISCLOSURE FORM TITLED "THE IMPORTANCE OF A HOME INSPECTION". A COPY OF SAID DISCLOSURE FORM MUST BE SIGNED BY BUYER ACKNOWLEDGING RECEIPT OF SAME AND THE SIGNED COPY MUST BE PRESENTED TO THE LENDER WITH AN EXECUTED COPY OF THE CONTRACT AND FHA/VA ADDENDUM AT TIME OF LOAN APPLICATION.

7.2 IF SUBJECT HOME WAS CONSTRUCTED BEFORE 1978, BUYER ACKNOWLEDGES RECEIPT OF THE REQUIRED "WATCH OUT FOR LEAD-BASED PAINT POISONING" DISCLOSURE FORM PRIOR TO SIGNING THE CONTRACT TO PURCHASE. IF THIS FHA PARAGRAPH IS APPLICABLE, A COPY OF THE DISCLOSURE FORM MUST BE SIGNED BY BUYER ACKNOWLEDGING RECEIPT OF THE DISCLOSURE AND THE SIGNED COPY MUST BE PRESENTED TO THE LENDER WITH AN EXECUTED COPY OF THE CONTRACT AND FHA/VA ADDENDUM AT TIME OF LOAN APPLICATION.

8. ADDITIONAL TERMS, IF ANY:

K. S
H. S

CAC

Property Address: 13915 NW 5TH CT, NORTH MIAMI, FL 33168-3952

ADDITIONAL TERMS, IF ANY (CONTINUED):

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE TERMS OF THE SALES CONTRACT ARE TRUE TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT ANY OTHER AGREEMENT ENTERED INTO BY ANY OF THE PARTIES IN CONNECTION WITH THIS TRANSACTION IS PART OF, OR ATTACHED TO, THE SALES AGREEMENT.

Executed by Buyer on 11-21, 2018

[Signature] Buyer [Signature] Buyer

Executed by Seller on 12/8, 2018

[Signature] Seller [Signature] Seller

MUST BE EXECUTED BY SELLING REAL ESTATE BROKER:

ACCESS USA REALTY

(Type or print name of Selling Broker)

By: [Signature] Date: 11-21, 2018

THIS IS INTENDED TO BE A LEGALLY BINDING ADDENDUM. If you do not fully understand this Addendum, seek the advice of an attorney prior to signing. If you desire legal or tax advice consult an appropriate professional. This form has been approved by the REALTOR® Association of Greater Fort Lauderdale, Inc. Approval does not constitute an opinion that any of the terms and conditions in this Addendum should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objections and bargaining positions of all parties.

K. S. H. S

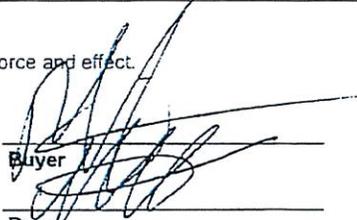
Extension Addendum to Contract

The following date and/or time period(s) of the Residential Sale and Purchase Contract, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract dated December 8, 2018, between TROPIC REAL EAST SOLUTIONS, LLC ("Seller") and KETLENE BLANC SALOMON AND HUCLER SALOMON ("Buyer") concerning the Property located at 13915 NW 5TH COURT, NORTH MIAMI, FL. 33168 is hereby extended. (check whichever apply)

- Closing Date.** Seller and Buyer agree to extend the Closing Date until February 15, 2019 *GAB*
- Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Commitment Date, Financing Period, or Loan Approval Date for an additional _____ days or until _____.
- Inspection Period.** Seller and Buyer agree to extend the Inspection Period for an additional _____ days or until _____.
- Title Cure Period.** Seller and Buyer agree to extend the Curative Period or Cure Period for an additional _____ days or until _____.
- Short Sale Approval Deadline.** Seller and Buyer agree to extend the Approval Deadline for an additional _____ days or until _____.
- Feasibility Study Period.** Seller and Buyer agree to extend the Feasibility Study Period for an additional _____ days or until _____.
- Due Diligence Period.** Seller and Buyer agree to extend the Due Diligence Period for an additional _____ days or until _____.

This extension will be on the same terms and conditions as stated in the original contract except:

All other non-conflicting terms of the contract remain in full force and effect.

	<u>2/15/19</u>		<u>02-01-2019</u>
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date

Extension Addendum to Contract



The following date and/or time period(s) of the Residential Sale and Purchase Contract, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract dated December 8, 2018, between TROPIC REAL EST SOLUTIONS LLC ("Seller") and KETLENE BLANC SALOMON AND HUCLER SALOMON ("Buyer") concerning the Property located at 13915 NW 5TH COURT, NORTH MIAMI, FL. 33168-3952 is hereby extended. (check whichever apply)

- Closing Date.** Seller and Buyer agree to extend the Closing Date until February 21, 2019.
- Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Commitment Date, Financing Period, or Loan Approval Date for an additional _____ days or until _____.
- Inspection Period.** Seller and Buyer agree to extend the Inspection Period for an additional _____ days or until _____.
- Title Cure Period.** Seller and Buyer agree to extend the Curative Period or Cure Period for an additional _____ days or until _____.
- Short Sale Approval Deadline.** Seller and Buyer agree to extend the Approval Deadline for an additional _____ days or until _____.
- Feasibility Study Period.** Seller and Buyer agree to extend the Feasibility Study Period for an additional _____ days or until _____.
- Due Diligence Period.** Seller and Buyer agree to extend the Due Diligence Period for an additional _____ days or until _____.

This extension will be on the same terms and conditions as stated in the original contract except:

All other non-conflicting terms of the contract remain in full force and effect.

[Signature]
Seller

2-14-19
Date

[Signature]
Buyer

02-13-19
Date

Seller

Date

[Signature]
Buyer

02-13-19
Date

- G127** Title work to prove no delinquent taxes, undisclosed liens, judgments or assessments or loan approval may be null and void.
- G386** If lender paid fees through premium pricing are not disclosed on the LE and Closing Disclosure, loan must be re-reviewed by underwriting.
- G370** Any changes to the loan amount must go back to Underwriting for review.
- G422** Loan approved with final loan amount of \$12053061. Any changes in loan amount must be approved by the underwriter.
- G219** This product is eligible for a Short Form Title Policy. Title work should be presented on the proper ALTA short form with commitment at closing.
- G217** Any Power of Attorney for a borrower must be approved by a Flagstar underwriter.
- G103** Provide the fully executed 92900-A. Borrower(s) must sign and date Page 4 with the same date as the CD { }
- G336** If this transaction involves a short sale for the seller, the borrower is not allowed to pay any third party fees related to the short sale.
- G105** Provide a fully executed 4506-T for each borrower.
- G239** FHA does not allow non-profit entities to use gift funds to homebuyers for paying off installment loans, credit cards, collections or judgments.
- G177** If the total lender and/or seller credits exceeds the total of the actual closing costs and pre-paid expenses by more than half of the up-front mortgage insurance premium, FHA requires the lender to make a principal reduction in the amount of the entire up-front mortgage insurance premium.
- G366** This loan commitment is written for and being distributed to loan professionals. It is not written for, nor intended to be distributed directly to consumers.
- G124** If title policy shows any gas, oil, or mineral Rights, Title Company must issue final policy without exceptions.
- G210** Homeowners Policy must include Wind Storm coverage. If Wind Storm is covered under separate rider, borrower's deductible cannot exceed 5% of the face value of the policy.
- G418** If the agency case number was assigned on or after 3/14/16, the late fee on the note must be applied only to the principal and interest payment, and not the full PITI payment.
- G132** One General Authorization Form
- G221** This loan is to be closed on a MERS Security Instrument.
- G317** This loan has been submitted with zero interested party contributions. If interested party contributions are present, the loan must be resubmitted to underwriting for review. If not, this commitment may be null and void. No additional lender credits, seller concessions or interested party contributions that have not been approved by Flagstar are permitted. Seller carrybacks, payment assistance or side agreements not disclosed to the lender are not permitted.
- G454** POCs have not been verified. POCs not eligible for reimbursement.
- G149** Satisfactory Final Inspection with front and rear photos to be performed by appraiser and completed on Form 1004D 442. {see repairs on appraisal}
- G146** Pay-off of the following debts {BANCO \$763} {BANCO \$425} { } { }.
- G416** This loan is closing with subordinate financing from {City of North Miami Home} with a loan amount of \$125000. Monthly payment not to exceed \$10.00. Copy of the note and mortgage deed of trust for the second must be included in the closing package. { }

Overall Document Expiration:	03/16/2019		
Lock Expiration:		Appraisal Expiration:	04/19/2019
Asset Expiration:	04/01/2019	Credit Expiration:	04/01/2019
Flood Expiration:		Income Expiration:	03/27/2019
Mortgage Insurance Expiration:		Title Expiration:	03/16/2019
Upfront MI Factor:	1.750%	Upfront MI Amount:	\$3,531.06
Annual MI Factor:	809%	Annual MI Amount:	\$133.62
FHA UFMIP Refund:			
Underwriter:	Angela Moosman		
Email:	Angela.Moosman@flagstar.com	Phone:	(248) 312-1638

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 2/14/2019
Closing Date 2/19/2019
Disbursement Date 2/19/2019
Settlement Agent Mellex Title Services, LLC
File # salomon
Property 13915 NW 5TH Ct
 North Miami, FL 33168-3952
Sale Price \$235,000

Transaction Information

Borrower Ketlene Blanc Salomon
 1117 NW 145 Ter
 Miami, FL 33168
Seller Solutions Llc, Tropic Real Est
 Po Box 267955
 Weston, FL 33326
Lender Flagstar Bank, FSB

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA _____
Loan ID # 505016454
MIC # 095-4904976-703

Loan Terms

Can this amount increase after closing?

Loan Amount	\$205,306	NO
Interest Rate	5.016%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,104.14	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments

Payment Calculation	Years 1 - 11	Years 12 - 30
Principal & Interest	\$1,104.14	\$1,104.14
Mortgage Insurance	+ 133.62	+ _____
Estimated Escrow <i>Amount can increase over time</i>	+ 282.18	+ 282.18
Estimated Total Monthly Payment	\$1,519.94	\$1,386.32

Estimated Taxes, Insurance & Assessments

*Amount can increase over time
 See page 4 for details*

\$282.18
 a month

This estimate includes

- Property Taxes
 Homeowner's Insurance
 Other:

In escrow?

YES
YES

See Escrow Account on page 4 for details. You must pay for other property costs separately.

Costs at Closing

Closing Costs	\$11,975.45	Includes \$7,330.59 in Loan Costs + \$4,644.86 in Other Costs -\$0 in Lender Credits. See page 2 for details.
Cash to Close	\$11,875.24	Includes Closing Costs See Calculating Cash to Close on page 3 for details.

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges					
01 0.168% of Loan Amount (Points)		\$344.92			
02 Lender Comp Fee to Broker					(L) \$5,645.92
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01 Appraisal Fee	to Class Appraisal	\$4,736.17	\$535.00		
02 Credit Report	to Universal Credit	\$85.36			
03 Final/Lender Inspection Fee	to Class Appraisal		\$150.00		
04 Flood Certification	to First American Flood	\$5.75			
05 Mortgage Insurance Premium	to HUD	\$3,531.06			
06 Survey	to Me Land Surveyor	\$350.00			
07 Tax Service Fee	to First American Re Tax	\$79.00			
08					
09					
10					
C. Services Borrower Did Shop For					
01 Title - E-Recording Fee	to Simplefile	\$2,249.50			
02 Title - File Storage Fee	to Trueview	\$8.00			
03 Title - Lenders Title Insurance	to WFG National Title Insurance	\$35.00			
04 Title - Settlement/Closing Fee	to Mexlex Title Services, LLC	\$1,456.50			
05		\$750.00			
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)		\$7,330.59			
		\$6,645.59	\$685.00		
Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees	Deed: \$27.00 Mortgage: \$154.50	\$1,311.01			
02 Intangible Tax	to Clerk of Courts	\$181.50			
03 State Tax/Stamp	to Clerk of Courts	\$410.61			
		\$718.90			
F. Prepaids					
01 Homeowner's Insurance Premium (12 mo.) to Peoples Trust		\$1,362.14			
02 Mortgage Insurance Premium (mo.)		\$1,080.00			
03 Prepaid Interest (\$28.21 per day from 2/19/19 to 3/1/19)		\$282.14			
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance \$90.00 per month for 4 mo.		\$1,128.71			
02 Mortgage Insurance per month for mo.		\$360.00			
03 Property Taxes \$192.18 per month for 6 mo.		\$1,153.08			
04					
05					
06					
07					
08 Aggregate Adjustment		-\$384.37			
H. Other					
01 Realtor Admin Fee	to Access USA Realty	\$843.00			
02 Title - Owners Title Insurance (Optional)	to WFG National Title Insurance	\$300.00			
03		\$543.00			
04					
05					
06					
07					
I. TOTAL OTHER COSTS (Borrower-Paid)					
Other Costs Subtotals (E + F + G + H)		\$4,644.86			
		\$4,644.86			
J. TOTAL CLOSING COSTS (Borrower-Paid)					
Closing Costs Subtotals (D + I)		\$11,975.45			
Lender Credits		\$11,290.45	\$685.00		\$5,645.92

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$14,700.00	\$11,975.45	YES •See Total Loan Costs(D) and Total Other Costs(I)
Closing Costs Paid Before Closing	\$0	-\$685.00	YES •You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$29,694.00	\$29,694.00	NO
Deposit	-\$5,000.00	-\$5,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$24,109.21	YES •See details in Sections K and L
Cash to Close	\$39,394.00	\$11,875.24	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing **\$247,478.45**

01 Sale Price of Property	\$235,000.00
02 Sale Price of Any Personal Property Included In Sale	
03 Closing Costs Paid at Closing (J)	\$11,290.45

Adjustments

05 Banco.	\$763.00
06 Banco.	\$425.00

Adjustments for Items Paid by Seller in Advance

08 City/Town Taxes	to
09 County Taxes	to
10 Assessments	to
11 HOA Dues	

L. Paid Already by or on Behalf of Borrower at Closing **\$235,603.21**

01 Deposit	\$5,000.00
02 Loan Amount	\$205,306.00
03 Existing Loan(s) Assumed or Taken Subject to	

Other Credits

06 Realtor Credit	
07 Other Credit	

Adjustments

08 City of North Miami Down Payment Assist (SHIP LOAN)	\$25,000.00
---------------------------------------------------------	-------------

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to	
13 County Taxes	1/1/19 to 2/19/19	\$297.21
14 Assessments	to	

CALCULATION

Total Due from Borrower at Closing (K)	\$247,478.45
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$235,603.21

Cash to Close From To Borrower **\$11,875.24**

SELLER'S TRANSACTION

M. Due to Seller at Closing **\$235,000.00**

01 Sale Price of Property	\$235,000.00
02 Sale Price of Any Personal Property Included in Sale	

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to
12 HOA Dues	

N. Due from Seller at Closing

01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	

Other Credits

08 Seller Credit	
------------------	--

Adjustments for Items Unpaid by Seller

14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to

CALCULATION

Total Due to Seller at Closing (M)	\$235,000.00
Total Due from Seller at Closing (N)	

Cash From To Seller **\$235,000.00**

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 4% of the overdue payment of Principal and Interest (P&I).

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 - may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 - does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
13915 NW 5TH Ct, North Miami, FL 33168-3952

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1	\$4,989.60	Estimated total amount over year 1 for your escrowed property costs: <i>Homeowner's Insurance</i> <i>Mortgage insurance</i> <i>Property Tax</i>
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$1,128.71	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$415.80	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$421,171.69
Finance Charge. The dollar amount the loan will cost you.	\$213,280.83
Amount Financed. The loan amount available after paying your upfront finance charge.	\$200,278.13
Annual Percentage Rate (APR) Your costs over the loan term expressed as a rate. This is not your interest rate.	5.795%
Total Interest Percentage (TIP) The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	93.744%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not received it yet, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Loan Acceptance

You do not have to accept this loan because you have received this form or signed a loan application.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Flagstar Bank, FSB	The Truth About Lending LLC	Access USA Realty	Coral Shores Realty	Mellex Title Services, LLC
Address	5151 Corporate Drive, Troy, MI 48098	12515 Orange Dr, 814, Davie, FL 33330	6424 N University Dr., Fort Lauderdale, FL 33321	8320 W Sunrise Blvd Suite 104, Fort Lauderdale, FL 33322	2 S University Dr Ste 304, Plantation, FL 33324
NMLS ID	417490	1054357			
FL License ID		MBR1395	SL633762	SL3346434	D027285
Contact		Carmin Maurice	Carmen Muarice	Angela Dolce	Kim McKinstry
Contact NMLS ID		372048			
Contact FL License ID			1007156	1048618	D027285
Email		carmin@ttal.info.com	Carminm14@yahoo.ca	adolce9421@gmail.com	kim@mellextitle.com
Phone		(954)274-8672	(954)274-8672	(954)274-1274	(954)748-5550

Addendum

Transaction Information

Borrower

Hucler Salomon
1117 NW 145 Ter
Miami, FL 33168

EXHIBIT B

The City, upon receipt of the Purchase and Sale Agreements and other related documents and its final approval of the Purchaser's SHIP Application, shall provide funds in the form of a check made payable to the Purchaser and Escrow Agent. The City shall deliver to the Escrow Agent the original mortgage and note for recording, and the Escrow Agent shall provide the City with the original recorded mortgage and note and a copy of any and all other recorded instruments related to this real estate transaction.

If there is a first purchase money mortgage and note to be recorded pursuant to this real estate purchase, the Escrow/Closing Agent shall consecutively record the City's original mortgage and note with the first mortgage and note.

The City's mortgage and note shall not be considered subordinate to any second mortgage or other encumbrance. If the City's mortgage and note are attempted to be subordinated to a second mortgage or other encumbrance, funds will be withheld.

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

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made and entered into this day of _____, by **Hucler Salomon & Ketlene Salomon** ("Owner")s, Owner(s) of the subject property, in favor of the City of North Miami, Florida ("City"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, the undersigned is the fee simple Owner(s) of the following described property ("Property") subject to the provisions, covenants, and restrictions contained herein:

Street Address: 13915 NW 5 Court, North Miami Florida 33168

Legal Description: Lot 24, Block 7. Of Nichols Heights, according to the plat thereof, as recorded in Plat Book 46, Page 93, of the Public Records of Miami-Dade County, Florida a/k/a. 13915 NW 5 Court, North Miami, Florida 33168 (subject property)

Folio Number: 06-2124-002-1610

WHEREAS, the City, as a condition for awarding grant funds through the State Housing Initiatives Partnership ("SHIP") Program ("Program") for the purchase of the Property, is required to record in the Public Records this Restrictive Covenant.

WHEREAS, SHIP Program Guidelines require properties who participate in the Program to be subject to an affordability period.

NOW THEREFORE, the Owner(s) agrees and covenants to restrict the use of the Property in the following manner:

1. The recitals set forth in the preamble are adopted by reference and incorporated in this Restrictive Covenant.
2. The Owner(s) covenants and agrees that for a period of seven (7) years ("Affordability Period") following the date that this Restrictive Covenant has been executed by the Owner(s), the Property shall continue to be the principal residence of the Owner(s) and the property is maintained in a condition satisfactory to the City, unless fee simple ownership of the Property has been conveyed consistent with the requirements of this Restrictive Covenant.
3. That during the Affordability Period fee simple title to the Property may be conveyed only to a person or persons who will use the Property as their principal residence and who meet the income guidelines as defined by regulations of the United States Department of Housing and Urban Development ("HUD").
4. The restrictions contained within this Restrictive Covenant shall terminate upon occurrence of any of the following termination events: sale of the property, rental of the property, foreclosure, transfer in lieu of foreclosure or abandonment, the Owner(s) reacquire an ownership interest in the Property following the termination event.

5. The covenants and restrictions incorporated in this Restrictive Covenant shall be considered and construed as covenants and restrictions running with the land.

6. This Restrictive Covenant shall remain in full force and effect and shall be binding upon the Owner(s), its successors and assigns, and all subsequent owners of the Property for a period of seven (7) years from the date this Restrictive Covenant is recorded.

7. The Owner(s) hereby acknowledges and agrees that the City is a beneficiary of this Restrictive Covenant, and the Owner(s) shall not release or amend this Restrictive Covenant without the prior written consent of the City.

8. Any and all requirements of the laws of the State of Florida that must be satisfied in order for the provisions of this Restrictive Covenant to constitute a deed restriction and covenant running with the land shall be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. For the term of this Restrictive Covenant, each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restrictive Covenant, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restrictive Covenant.

IN WITNESS WHEREOF, the Owner(s) has executed this Declaration of Restrictive Covenant on the day and year indicated by the notary public (below).

WITNESS:

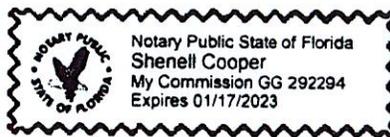
[Signature]
Shenell Cooper
Legibly print name

Signature of Owner

[Signature]
Salomon Hucler
Legibly print name

SUBSCRIBED AND SWORN TO before me this 14 day of February, 2019 by Hucler Saloman the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]
Signature of Notary Public, State of Florida



WITNESS:

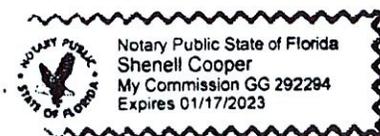
[Signature]
Shenell Cooper
Legibly print name

Signature of Second Owner (if any)

[Signature]
Ketlene BLANE SALOMAN
Legibly print name

SUBSCRIBED AND SWORN TO before me this 14 day of Feb., 2019 by Ketlene Saloman the Owner identified above who is either personally known to me or who produced a satisfactory documentary evidence verifying his or her identification.

[Signature]
Signature of Notary Public, State of Florida



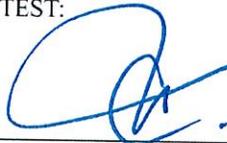
APPROVED BY:



Tanya Wilson, A.I.C.P.
Community Planning & Development Director

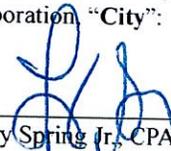
Date: 2/19/2019

ATTEST:



Michael Etienne, Esq., City Clerk
2-20-19
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation "City":



Larry Spring Jr., CPA, City Manager
2/19/19
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

City Attorney Date Signed

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

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVE PARTNERSHIP

PURCHASE MONEY MORTGAGE

This Mortgage is made and entered into this day of _____, between **Hucler Salomon & Ketlene Salomon**, ("Mortgagor"), residing at 13915 NW 5 Court, North Miami, Florida 33168, and the **City of North Miami, Florida** ("Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor desires to secure the payment of an indebtedness in the principal amount of **Twenty Five Thousand Dollars and 00/100 (\$25,000.00)** 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 Mortgagor 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 24, Block 7, Of Nichols Heights, according to the plat thereof, as recorded in Plat Book 46, Page 93, of the Public Records of Miami-Dade County, Florida a/k/a, 13915 NW 5 Court, North Miami, Florida 33168 (subject property)

TOGETHER with all appurtenances and all the estate and rights of the Mortgagor 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 quitance, 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 Mortgagor 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 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 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 Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor 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 Mortgagor 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 Mortgagor 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 State Housing Initiative Partnership (SHIP) Homeownership Agreement entered into this day of _____, 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 Mortgagor 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 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 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor will pay the Mortgagee every premium so paid by the Mortgagee.
- b) In the event of loss or damage to the mortgage property, the Mortgagor 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 Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment for such loss to the Mortgagor 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 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. 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 Mortgagor 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 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), 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 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.
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 Mortgagor 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, 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 Mortgagor 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 Mortgagor, except is such transfer is to the surviving spouse,

appointment of a receiver or liquidator, whether voluntary or involuntarily, 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 Bankruptcy Act of 1898, 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 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 Mortgagor 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 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, 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, 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 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 Mortgagor 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 Five Thousand Dollars and 00/100 (\$25,000.00)** 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 Mortgagor 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 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.
13. a) After the happening of any default, 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 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 Mortgagor occupies the Mortgaged Property or any part, the Mortgagor agrees to surrender 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 reasonably monthly rental for the premises occupied by the Mortgagor, 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 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 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. The Mortgagor, 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 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.
21. The Mortgagor 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 Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, 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 Mortgagor 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 Mortgagor on or as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Shenell Cooper
 Witness (Print Name)
Shenell Cooper
 Witness (Print Name)

[Signature]
 Hucler Salomon, Owner
[Signature]
 Ketlene Salomon, Owner

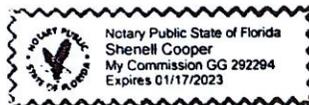
Address: 13915 NW 5 Court North Miami, FL 33168

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 14 day of Feb, 2019 by Hucler & Ketlene Salomon 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



APPROVED BY:



Tanya Wilson, A.I.C.P.
Community Planning & Development Director

Date: 2/19/2019

ATTEST:

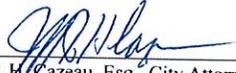


Michael Etienne, Esq., City Clerk
2-20-19
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":


Larry Spring Jr, CPA, City Manager
2/19/19
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

City Attorney Date Signed

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

CITY OF NORTH MIAMI
STATE HOUSING INITIATIVES PARTNERSHIP

PROMISSORY NOTE

Schedule A
Amount: \$25,000.00

Agreement No.: SHIP (H) - 2019-01
Date: _____

This Promissory Note is made and entered into this day of _____, between **Hucler Salomon & Ketlene Salomon**, ("Mortgagor") residing at 13915 NW 5 Court, North Miami, Florida 33168 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 Five Thousand Dollars and 00/100 (\$25,000.00)**, 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 State Housing Initiatives Partnership ("SHIP") Program ("Program") requirements, this amount shall be partially forgiven in the amount of **Three Thousand Five Hundred Seventy One Dollars and 42/100 (\$ 3,571.42)** 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 Program 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.

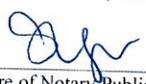
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of its date.


Hucler Salomon, Owner


Ketlene Salomon, Owner

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 14 day of Feb, 2019 by Hucler & Ketlene Salomon 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



APPROVED BY:



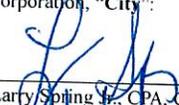
Tanya Wilson, A.I.C.P.
Community Planning & Development Director

Date: 2/9/2019

ATTEST:



Michael Etienne, Esq., City Clerk
2-20-19
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "City":


Larry Spring, Esq., CPA, City Manager
2/19/19
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

City Attorney Date Signed



**FOR ALL FEDERAL, STATE AND LOCALLY FUNDED PROGRAMS
NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW**

You have entered into a transaction on _____ which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any obligation within three (3) business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

North Miami Community Planning & Development
Attention: Community and Planning Development
12400 NE 8th Avenue
North Miami, FL 33161

by mail or telegram sent not later than midnight of _____. You may also use the City's other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Customer's Signature)

(Date)

(Customer's Signature)

Receipt is herewith acknowledged of the foregoing NOTICE, each of the undersigned CUSTOMERS have received two (2) copies thereof, this the ____ day of _____, 20____.



(Customer's Signature)



(Customer's Signature)

EFFECT OF RESCISSION: When a customer exercises his right to rescind under paragraph: (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within ten (10) days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligation under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within ten days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

CONFIRMATION CERTIFICATE: WHEREAS three (3) business days have elapsed since the undersigned have received two (2) copies of this document, so that this transaction may be consummated, the undersigned and each of them hereby certify and warrant that they have not exercised any right which they may have to rescind the transaction, that they do not desire to do so, and that they ratify and confirm the transaction in all respects.

(Customer's Signature)

(Customer's Signature)



**FOR ALL FEDERAL, STATE AND LOCALLY FUNDED PROGRAMS
NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW**

You have entered into a transaction on _____ which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any obligation within three (3) business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

North Miami Community Planning & Development
Attention: Housing and Social Services Manager
12400 NE 8th Avenue
North Miami, FL 33161

by mail or telegram sent not later than midnight of _____. You may also use the City's other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below

I HEREBY CANCEL THIS TRANSACTION

(Date)

(Customer's Signature)

(Date)

(Customer's Signature)

Receipt is herewith acknowledged of the foregoing NOTICE, each of the undersigned CUSTOMERS have received two (2) copies thereof, this the _____ day of _____, 20__.



(Customer's Signature)



(Customer's Signature)

EFFECT OF RESCISSION: When a customer exercises his right to rescind under paragraph: (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within ten (10) days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligation under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within ten days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

CONFIRMATION CERTIFICATE: WHEREAS three (3) business days have elapsed since the undersigned have received two (2) copies of this document, so that this transaction may be consummated, the undersigned and each of them hereby certify and warrant that they have not exercised any right which they may have to rescind the transaction, that they do not desire to do so, and that they ratify and confirm the transaction in all respects.

(Customer's Signature)

(Customer's Signature)



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 1/29/2019

Property Information	
Folio:	06-2124-002-1610
Property Address:	13915 NW 5 CT North Miami, FL 33168-3952
Owner	TROPIC REAL EST SOLUTIONS LLC
Mailing Address	PO BOX 267955 WESTON, FL 33326 USA
PA Primary Zone	0400 SGL FAMILY - 901-1200 SQF
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	2 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,720 Sq.Ft
Living Area	1,200 Sq.Ft
Adjusted Area	1,253 Sq.Ft
Lot Size	6,630 Sq.Ft
Year Built	1951



Assessment Information			
Year	2018	2017	2016
Land Value	\$52,815	\$52,590	\$35,060
Building Value	\$87,209	\$57,889	\$57,889
XF Value	\$0	\$0	\$0
Market Value	\$140,024	\$110,479	\$92,949
Assessed Value	\$86,185	\$78,350	\$71,228

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$53,839	\$32,129	\$21,721

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
24 52 41 NICHOLS HGTS PB 46-93 LOT 24 BLK 7 LOT SIZE 65.000 X 102 OR 12350-1801 1084 1

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$86,185	\$78,350	\$71,228
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$140,024	\$110,479	\$92,949
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$86,185	\$78,350	\$71,228
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$86,185	\$78,350	\$71,228

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/03/2010	\$100	27275-4608	Corrective, tax or QCD; min consideration
10/22/2008	\$10	26650-2937	Sales which are disqualified as a result of examination of the deed
10/01/1984	\$52,100	12350-1801	Sales which are qualified
06/01/1983	\$48,000	11842-1222	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

CFN: 20100305643 BOOK 27275 PAGE 4608
DATE: 05/06/2010 03:44:38 PM
DEED DOC 0.60
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Diane Gordon, Attorney at Law
Law Offices of Diane Gordon, PA
3511 West Commercial Blvd., Suite 401
Fort Lauderdale, FL 33309
Parcel Identification/Folio Number: 06-2124-002-1610

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 3rd day of May, 2010 by **PRIME LENDING SOLUTIONS, LLC**, a Florida Limited Liability Company, whose post office address is 3511 West Commercial Blvd., Ste 401, Fort Lauderdale, FL 33309, herein called the Grantor, to **TROPIC REAL ESTATE SOLUTIONS, LLC**, a Florida Limited Liability Company, whose post office address is 3511 West Commercial Blvd., Ste 401, Fort Lauderdale, FL 33309, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Broward County, State of Florida, to-wit:

LOT 24, BLOCK 7, OF NICHOLS HEIGHTS, according to the plat thereof, as recorded in Plat Book 46, Page 93, of the Public Records of Miami-Dade County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

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

Signed, sealed and delivered in the presence of:

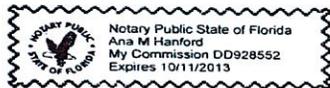
William Zepeda
Witness #1 Signature
WILLIAM ZEPEDA
Witness #1 Printed Name
Michael Weil
Witness #2 Signature
MICHAEL WEIL
Witness #2 Printed Name

PRIME LENDING SOLUTIONS, LLC
Glenn A. Gordon
Glenn A. Gordon, Managing Member

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3rd day of May, 2010 by Glenn A Gordon, Managing Member of PRIME LENDING SOLUTIONS, LLC, who is personally known to me or has produced _____ as identification.

SEAL



Ana M. Hanford
Notary Public
Printed Name: Ana M. Hanford
My Commission Expires: 10-11-2013

[Florida Department of State](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
TROPIC REAL ESTATE SOLUTIONS, LLC

Filing Information

Document Number	L09000092448
FEI/EIN Number	27-1091521
Date Filed	09/24/2009
Effective Date	09/22/2009
State	FL
Status	ACTIVE

Principal Address

1555 North Park Drive
Suite 102
WESTON, FL 33326

Changed: 03/17/2015

Mailing Address

1555 North Park Drive
Suite 102
WESTON, FL 33326

Changed: 03/17/2015

Registered Agent Name & Address

GORDON, GLENN A
1555 North Park Drive
Suite 102
WESTON, FL 33326

Address Changed: 03/17/2015

Authorized Person(s) Detail

Name & Address

Title MGR

GORDON, GLENN A
1555 North Park Drive
Suite 102
WESTON, FL 33326

Annual Reports

Report Year	Filed Date
2016	04/20/2016
2017	04/14/2017
2018	04/05/2018

Document Images

04/05/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
03/17/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- ANNUAL REPORT	View image in PDF format
04/24/2013 -- ANNUAL REPORT	View image in PDF format
04/28/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
05/02/2010 -- ANNUAL REPORT	View image in PDF format
09/24/2009 -- Florida Limited Liability	View image in PDF format

© 2019 Sunbiz.com, Inc. All rights reserved.



Detail by Entity Name

Florida Limited Liability Company
 MELLEX TITLE SERVICES, LLC

Filing Information

Document Number L10000050289
FEI/EIN Number 27-2548869
Date Filed 05/10/2010
Effective Date 05/10/2010
State FL
Status ACTIVE

Principal Address

2 S. University Drive
 Suite 304
 PLANTATION, FL 33324

Changed: 02/05/2018

Mailing Address

2 S. University Drive
 Suite 304
 PLANTATION, FL 33324

Changed: 02/05/2018

Registered Agent Name & Address

LEVINE, MELANIE J
 2 S. University Drive
 Suite 304
 PLANTATION, FL 33324

Name Changed: 02/18/2011

Address Changed: 02/05/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

LEVINE, MELANIE J

2 S. University Drive
Suite 304
PLANTATION, FL 33324

Annual Reports

Report Year	Filed Date
2016	02/18/2016
2017	01/17/2017
2018	02/05/2018

Document Images

02/05/2018 -- ANNUAL REPORT	View image in PDF format
01/17/2017 -- ANNUAL REPORT	View image in PDF format
02/18/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
05/10/2010 -- Florida Limited Liability	View image in PDF format

PDF GENERATED BY SUNbiz