

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

THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AGREEMENT (“Amendment”) is entered into this day 1/14/2020, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), **Louminel General Contractor, LLC** (“Contractor”) having its principal business address at 9671 Dunhill Drive Miramar, FL 33025, and **Mildred M Wilder Black** (“Owner”) living at 825 NW 133rd Street, North Miami, Florida 33168 (Subject Property), Owner of the Subject Property. The City, Contractor, and Owner shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on June 14, 2019, the Parties entered into a Home Investment Partnership Program (HOME) Rehabilitation Loan Agreement (“Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the City desires to amend the Agreement to include additional rehabilitation services (“Services”); and

WHEREAS, the Services are estimated to cost an additional Eight Thousand Dollars and 00/100 Cents (\$8,000.00).

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

1. **Article 1** is hereby amended to reflect a total amount of Twenty-Nine Thousand Nine Hundred and 00/100 Cents (\$29,900.00) in HOME funds being utilized for the rehabilitation of the subject property.
2. **Article 18** is hereby amended to reflect a limitation on liability amount of Twenty-Nine Thousand Nine Hundred Dollars and 00/100 Cents (\$29,900.00).
3. **Exhibit A. SCOPE OF SERVICES** is hereby amended to include the additional requested services and the new total contract amount. Attached hereto as “Exhibit A” revised.
4. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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

ATTEST:
Corporate Secretary or Witness:

Mildred Wilder-Black
"Owner":

By: _____

By: Mildred Wilder Black

Print Name: _____

Print Name: Mildred Wilder Black

Date: _____

Date: 12/10/19

CONTRACTOR:

Tommie Lee Frison

By: _____

Witness

Date: 12/02/2019

Date: 12/02/2019

APPROVED BY:

[Signature]

Date: 12/30/2019

Alberte Bazile, MBA
Housing & Social Services, Director

ATTEST:

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

DocuSigned by:
[Signature]

DocuSigned by:
Larry M. Spring, Jr.

Vanessa Joseph, Esq., City Clerk

Larry M. Spring Jr., CPA, City Manager

1/14/2020

1/14/2020

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau

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

1/10/2020

City Attorney Date Signed

**CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION LOAN AGREEMENT**

THIS AGREEMENT is entered into this day of June 14, 2019, by and between the following: **Mildred Wilder-Black**, ("Owner")s, Owner(s) of the subject property; the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

Lot 13, In Block 1, Harned Heights, according to the Plat thereof as recorded in Plat Book 48, Page 87, of the Public Records of Dade County Florida a/k/a, 825 NW 133 Street, North Miami, Florida 33168 (subject property).

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development ("HUD") has provided Home Investment Partnership Program ("HOME") to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

WHEREAS, the City has determined through its Consolidated Plan for HOME funds ("Program"), adopted by the Mayor and City Council in July 2015, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties ("Project"), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

WHEREAS, the Owner(s) has 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 grant money in the amount of **Twenty-One Thousand Nine Hundred and 00/100 Dollars (\$21,900.00)**, which is acknowledged, the Parties agree as follows:

1. Owner(s) represents and agrees that he/she is the Owner(s) of the residential property described above.
2. HOME funds in the amount of **Twenty-One Thousand Nine Hundred and 00/100 Dollars (\$21,900.00)**, are being utilized in this real estate transaction for the purpose of rehabilitating the subject property.
3. The Specifications & Proposal ("Contract Documents") related to the Project, attached as **Exhibit "A"**, (as amended from time to time), represent the scope of services and

responsibilities of the Parties under the Program. The Parties agree to abide by and comply with their respective roles and responsibilities.

4. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
5. The Project will be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
6. Owner(s) agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner(s) must have an active flood insurance policy.
7. The Parties acknowledge and agree that funds provided derive from HOME Program funds appropriated to the City by HUD for the uses and purposes referred to in this Agreement.
8. Owner(s) shall execute a promissory note in the full amount of the loan covering all costs to be incurred in order to secure and implement the Construction Contract. The interest rate on the principal amount of the loan shall be zero (0) percent per annum, except in any event of default. City shall secure the loan for this Agreement with a Mortgage of the Property which will be recorded in the public records of Miami-Dade County and constitute a lien on the property. Payment on the principal amount of the loan shall be deferred so long as the property is occupied as the principal residence of the Owner(s) during the ***affordability period***.
9. The Owner(s) acknowledges that the property is a residence, and agrees to continually occupy the property as a primary residence for the ***affordability period*** based on the amount of subsidy, commencing at the execution of this Agreement. The affordability period for HOME is as follows: up to \$14,999=5 years; \$15,000-\$39,999=10 years; and \$40,000 and up=15 years. If the Owner(s) fails to continually occupy this residence for the entire affordability period, the funds provided shall be immediately reimbursed on a pro-rata basis for the time period remaining.
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 the affordability period of this Agreement's execution, such an event shall be considered a default. The indebtedness shall become payable at a rate of four (4) percent 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 City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner(s) fail to comply with the foregoing covenants and restrictions.

12. The City reserves the right to inspect at any time during normal business hours any and all construction accomplished under this Agreement to ensure compliance with this Agreement, adherence to applicable Housing Quality Standards, minimum housing codes, and all other applicable state and local housing, zoning, fire, and building codes.
13. In the event the Owner(s) prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owner(s) to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.
14. Owner(s) agrees to enter into a Contract for Rehabilitation, attached hereto, and incorporated herein as **Exhibit "C"**, with a qualified general contractor for the Project who is acceptable to the City and who is experienced in the type of work required for the project.
15. Owner(s) shall not release or amend this Agreement without the prior written consent of the City.
16. Owner(s), waives any right to bring a lawsuit against the City for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.
17. The monies provided shall be withdrawn and used on behalf of the Owner(s) by the City solely to pay for the costs of the rehabilitation. Payment for the Project shall be made as described in the Payment Schedule attached as **Exhibit "B"** and in accordance with the procedures provided in the Contractor Agreement. After payment is completed by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
18. 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 its monetary commitment of **Twenty-One Thousand Nine Hundred and 00/100 Dollars (\$21,900.00)**. Owner(s) expresses 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 its monetary commitment of **Twenty-One Thousand Nine Hundred and 00/100 Dollars (\$21,900.00)**. 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, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
19. Owner(s) 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 from this Agreement.

20. Owner(s) shall not sublease, transfer or assign any interest in this Agreement.
21. In the event of a default, the City may mail to Owner(s) a notice of default. If the default is not fully and satisfactorily cured in the City's sole discretion within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement.
22. In the event of a default, the entire sum due is payable immediately and interest may be charged the maximum rate allowed by law. Owner(s) acknowledges that if the Project is terminated before completion, either voluntarily or otherwise, it will constitute an ineligible activity and any funds invested in the Project must be repaid by the Owner(s) to the City. 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.
23. A default shall include but not be limited to the following acts or events of an Owner(s):
 - a. Nonperformance by Owner(s) of any covenant, agreement, term or condition of this Agreement after the Owner(s) has been given due notice by the City of such nonperformance.
 - b. Failure of the Owner(s) to perform any covenant, agreement, term or condition in any instrument creating a lien upon the property.
 - c. The City's discovery of Owner(s)' failure in the Program Application to disclose any fact, or the City's subsequent discovery of any fact, deemed by the City to be material, and one upon which the City relied in order to enter this Agreement, or City's discovery of any misrepresentation by, on behalf of, or for the benefit of the Property Owner(s).
 - d. Owner(s)' non-residential use, or disposition of the Property without the prior written consent of the City.
 - e. Owner(s)' failure to maintain the Property in a standard, habitable condition.
 - f. Owner(s)' acquiring additional indebtedness upon the Property without the specific written consent of the City.
 - g. The transfer of the Property without the specific written consent of the City.
24. If Owner(s) default this Agreement by insolvency or bankruptcy, the following shall apply:
 - a. Should this Agreement be entered into and fully executed by the Parties, funds released and the Debtor files for bankruptcy, the following shall occur:
 1. In the event the Owner(s) files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner(s) shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Owner(s) further agrees that in the event of this default, the City

shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Owner(s) agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Owner(s) acknowledges that such waiver is done knowingly and voluntarily.

2. Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Owner(s) in favor of the City.
3. In the event the Owner(s) files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Owner(s) agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage, if applicable. Additionally, the Owner(s) shall agree that the City is over secured and, therefore, entitled to interest and attorneys' fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Owner(s) has less than five (5) years of payments remaining on the Note, the Owner(s) agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

- b. Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

In the event the Owner(s) files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Owner(s) acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Owner(s) acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Owner(s) acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Owner(s) agrees to file a motion to assume the Agreement within ten (10) days after their receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Owner(s) further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- c. Should the Parties wish to execute the Agreement after the Owner(s) has filed for bankruptcy, the following shall occur:

1. The Owner(s) agrees that in the event they are current Debtors in bankruptcy, at the request of the City, the Owner(s) shall file a motion for authorization to obtain post-petition financing pursuant to 11 U.S.C. 364(d)(1). The Owner(s) further agrees that any funds loaned by the City shall be secured by a lien on the real property first in priority and ahead of any other existing lien(s), unless otherwise agreed to in writing by the City.
 2. In the event of default, the City shall be entitled to pursue any and all available legal and equitable remedies, including, but not limited to, those remedies provided herein.
25. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
26. Termination of Agreement: Owner(s) understands and acknowledges that, should the Owner(s) fail to comply and fulfill each and every condition and provision of this Agreement, the City, at its option, may terminate this Agreement and take any and all necessary legal action to enforce the provisions of the Agreement.
27. Conflicts of Interest: Owner(s) shall not enter into any contract, Agreement, or relationship with any employee or agent of the City of North Miami to have any interest, direct or indirect in the HOME funds provided on behalf of Owner(s) pursuant to this Agreement or concerning this Project.
28. Grievance Procedure: Disputes between the Owner(s) and Contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the following grievance shall apply:
- a. The Owner(s) should initially inform the Contractor and Housing Manager of the grievance.
 - b. If unable to find a mutually agreeable solution, a written Vendor Complaint Form must be filed with the Director of Community Planning and Development Department.
 - c. The Director or his/her designee, will meet with both the Contractor and the Owner(s) in an effort to reach a solution. If unable to resolve the grievance, the complaint and all relevant documentation will be forwarded to the Director who shall make a final determination.
 - d. A formal written notification of the resolution will be issued, via certified mail, to both Owner(s) and Contractor.
 - e. Resolution Options shall include:
 - Outline a corrective action plan to include a deadline to cure; or
 - The City as a resolution of the grievance, may release funds to the Contractor for items on the work write-up which are completed and undisputed; or

- The entire contract amount may be released to the Contractor as determined by the Director; or
- The Director may also opt to terminate the agreement between Owner(s) and Contractor, release funds to the Contractor for items on the work write-up which are completed and undisputed and award the remainder of the work to the next lowest responsible bidder according to the bid tab sheet. The City will keep documents and records of the grievance procedure.

28. All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of North Miami
 776 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 Owner(s): Mildred Wilder-Black
 825 NW 133 Street
 North Miami, FL 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 others.

29. 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.
30. Any amendments, alterations or modifications to this Agreement will be valid only when they have been reduced to writing and signed by the Parties.
31. 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.
32. 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, 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.

Keren Frederick
Witness
Date: 6/14/2019

Mildred Wilder Black
Mildred Wilder-Black, Owner
Date: 6/14/19

Witness
Date: _____

, Owner
Date: _____

APPROVED BY:

[Signature]
Tanya Wilson, A.I.C.P.
Planning, Zoning & Development Director

Date: 6-14-19

ATTEST:

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

DocuSigned by:
[Signature]
Vanessa Joseph, Esq., City Clerk

DocuSigned by:
Larry Spring
Larry M. Spring Jr., CPA, City Manager

7/22/2019
City Clerk Date Signed

7/18/2019
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff Cazeau
Jeff P. H. Cazeau, Esq., City Attorney

7/17/2019
City Attorney Date Signed

EXHIBIT "A"

SCOPE OF SERVICES

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

INTERIOR

01) TILE FLOOR \$ 8,000.00

LOCATIONS: Living room, Kitchen, Hallway.

The floor in kitchen, living room and hallway are termites ridden. Remove existing flooring and haul away. Provide labor and materials to repair/replace all joists, sub floor that will assure it provides a solid, stable condition. The wood flooring does not appear sturdy and stable. Install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable bed. Install backer-board for ceramics, if required. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Homeowner is to select tile colors and sizes. Budget \$2.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

**02) INSTALL NEW CENTRAL AIR CONDITIONING SPLIT SYSTEM
AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM \$ 13,900.00**

Remove all existing through-the-wall condensing unit and haul away. Close off the opening with concrete blocks at dining and master bedroom. Install R4.2 insulation on the exterior wall. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch repairs the interior wall material to match the existing adjacent surfaces. Paint the walls from cut-line to cut-line. Discuss (with Homeowner) variations in the new wall finish or type of new finish, prior to beginning the work. Paint surfaces, per the General Paint Specifications. Haul away all debris from property at once

Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the house. The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F. The air conditioning unit shall have a minimum SEER rating of 15.0, ENERGY STAR qualified and labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all

debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes.

- Provide a heat loss load calculation to properly size the unit and new supply/return air ductwork and transfer system.
- Discuss with the Homeowner the options of placement of the air conditioning equipment and vents prior to installing the same: Homeowner to sign-off on final design.
- Upgrade and/or modify the electric (per building code).
- Provide new easy to read, 7-days programmable thermostat, high-low voltage electric service, liquid lines, stands and/or concrete pad.
- Install new supply/return air ducting and new grilles to each room. Only install the bedrooms return air grilles in the ceilings, not in walls or doors. Do not install a return air grilles in the kitchen or bathroom.
- Under this work item, include the necessary framing, drywall and wall/ceiling finishing/painting to accommodate the installation of the complete air condition system with new ductwork. There was no existing a/c unit and ductwork.
- Modify walls, ceilings, closets and doors to accommodate the new equipment and new supply, new return air ductwork and new outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- Any return air door grille must have a finished flange, on both sides.
- Patch and paint inside the air-handling closet before install the equipment.
- A/C closet - Install new wood louver door Paint and finish the doors. The Homeowner will select the color and style. Adjust doors to function properly.

EXHIBIT "B"
Payment Schedule

When requesting a payment, **ALL** of the following documents must be submitted at the same time. If there are any documents missing, the payment request package will **NOT** be accepted.

- Contractor's Invoice
- Release of Liens (Painters, General Contractor & Subcontractors)
- Contractor's Payment Request
- Homeowner's Payment Authorization
- Subcontractor's List
- Contractor's Payment Request Worksheet
- Certificate of Completion (**submit only with final payment**)

Final payment shall be due and payable within **forty-five (45) calendar days** following completion of all terms of this contract and final inspection and acceptance of same by the Homeowner and the City of North Miami.



Louminel General Contractor, LLC
9671 Dunhill Drive
Miramar, FL 33025
PHONE NUMBER (954) 328-4940
CGC 1518589

CHANGE ORDER #1-REVISED

CUSTOMER: City of North Miami
Community Planning & Development.
776 N.E. 125th Street
North Miami, FL 33161
(305) 893-6511

DATE: 11/13/2019 ✓

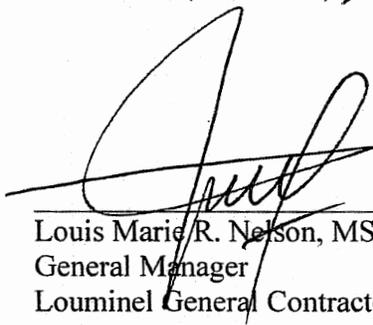
ADDRESS OF JOB SITE: 825 N.W.133th Street. North Miami, FL 33168
HOMEOWNER NAME: MILDRED WILDER BLACK

Dear Customer, as requested Louminel General Contractor, LLC is submitting its Change Order #1 due to unforeseen conditions to replace the entire Sanitary Line from the bathroom all the way to the Sewer Line. This quote includes labor, materials and equipment.

Scope of Work is inclusive of the following:

- New 4" Sanitary Line
- Vent Pipe
- Concrete cutting & replacement.
- Drawing Revisions & Permitting.
- New drainage line for kitchen
- New clean outs at least two.
- Bring the Water Heater installation up to code.

We propose to do these additional scopes of work for the Lump Sum of Eight Thousand dollars and no cent (\$ 8,000.00). ✓



Louis Marie R. Nelson, MSCM
General Manager
Louminel General Contractor, LLC

LOUMINEL GENERAL CONTRACTOR - CGC1518589
9671 Dunhill Drive, Miramar, FL 33025
(P) 954-328-4940 (F) 866-877-6891

lnelson@lgcontractor.com

www.lgcontractor.com

EXHIBIT "A" Revised**SCOPE OF SERVICES**

OWNER(S) and CONTRACTOR agree to undertake the following repairs:

INTERIOR

01) TILE FLOOR**\$ 8,000.00**

LOCATIONS: Living room, Kitchen, Hallway.

The floor in kitchen, living room and hallway are termites ridden. Remove existing flooring and haul away. Provide labor and materials to repair/replace all joists, sub floor that will assure it provides a solid, stable condition. The wood flooring does not appear sturdy and stable. Install new ceramic floor tiles in thin-set mortar. Include closet area. Inspect sub-floor and make repairs that will assure it provides a solid, stable bed. Install backer-board for ceramics, if required. Use the appropriate trim and finishing materials for a good tile installation, i.e., base tiles, bull nose tiles and doorway thresholds. Ensure consistent spacing between tiles. If required, apply grout sealer to the grout lines and tile sealer to seal porous tile. Check resulting floor height for smooth transitions to adjacent floor/room. Homeowner is to select tile colors and sizes. Budget \$2.00 per square foot for floor tile, this does not include the appropriate trim and finishing materials.

02) INSTALL NEW CENTRAL AIR CONDITIONING SPLIT SYSTEM**AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM \$ 13,900.00**

Remove all existing through-the-wall condensing unit and haul away. Close off the opening with concrete blocks at dining and master bedroom. Install R4.2 insulation on the exterior wall. Apply stucco patch on the exterior matching the adjacent surface in texture and thickness. Patch repairs the interior wall material to match the existing adjacent surfaces. Paint the walls from cut-line to cut-line. Discuss (with Homeowner) variations in the new wall finish or type of new finish, prior to beginning the work. Paint surfaces, per the General Paint Specifications. Haul away all debris from property at once

Install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the house. The electric heat strip should be sized to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F. The air conditioning unit shall have a minimum SEER rating of 15.0, ENERGY STAR qualified and labeled accordingly. Acceptable manufactures are Carrier, Rheem and Goodman. Haul away all

debris from property at once. Upon completion of work, Contractor shall provide Homeowner with the manufacturer's informational equipment package, equipment warranty with a five (5) years compressor warranty and Contractor's one-year full warranty for labor and material. Installation must comply with the manufacture specifications and building codes.

- Provide a heat loss load calculation to properly size the unit and new supply/return air ductwork and transfer system.
- Discuss with the Homeowner the options of placement of the air conditioning equipment and vents prior to installing the same: Homeowner to sign-off on final design.
- Upgrade and/or modify the electric (per building code).
- Provide new easy to read, 7-days programmable thermostat, high-low voltage electric service, liquid lines, stands and/or concrete pad.
- Install new supply/return air ducting and new grilles to each room. Only install the bedrooms return air grilles in the ceilings, not in walls or doors. Do not install a return air grilles in the kitchen or bathroom.
- Under this work item, include the necessary framing, drywall and wall/ceiling finishing/painting to accommodate the installation of the complete air condition system with new ductwork. There was no existing a/c unit and ductwork.
- Modify walls, ceilings, closets and doors to accommodate the new equipment and new supply, new return air ductwork and new outlets. Modifications or repairs work to stucco, drywall, paint, caulk, and/or tile, etc should match existing adjacent surfaces.
- Any return air door grille must have a finished flange, on both sides.
- Patch and paint inside the air-handling closet before install the equipment.
- A/C closet - Install new wood louver door Paint and finish the doors. The Homeowner will select the color and style. Adjust doors to function properly.

03) SANITARY LINE

\$8,000.00

- Replace the entire Sanitary line from the bathroom all the way to the Sewer Line

Total: \$29,900.00

Prepared by and Return to:
Jeff P. H. Cazeau, Esq.
City Attorney
CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

Space Above This Line for Processing Data

Space Above This Line for Recording

**CITY OF NORTH MIAMI
HOUSING INVESTMENT PARTNERSHIP CORRECTIVE
PROGRAM MONEY MORTGAGE AND PROMISSORY NOTE**

KNOW ALL BY THESE PRESENTS: That the CITY OF NORTH MIAMI, a Florida municipal corporation, the owner and holder of a Note evidencing the debt secured by a certain City of North Miami HOME Investment Partnership Program Money Mortgage (“Mortgage”) executed by **Mildred M Wilder Black** (“Mortgagor”) to the **CITY OF NORTH MIAMI**, and certain promises and obligations set forth in the Mortgage, upon the following described land situated in Miami-Dade County, Florida:

**LOT 13, IN BLOCK 1, OF HARNED HEIGHTS, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 48 AT PAGE 87 OF
THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA a/k/a 825 NW 133
STREET, NORTH MIAMI, FLORIDA 33168 (Subject Property)**

the Money Mortgage was recorded on July 26, 2019 in Official Records Book 31544, Page 2420-2426 in the Public Record of Miami-Dade County, State of Florida, regarding a certain Note in the principal sum of Twenty-One Thousand Nine Hundred Dollars and 00/100 Cents (\$21,900.00).

This instrument corrects a scrivener’s error on the HOME Investment Partnership Program Money Mortgage and Promissory Note referenced above. Specifically, the HOME Investment Partnership Program Note and Mortgage, as recorded, refer to an incorrect principal amount. The HOME Investment Partnership Program Note and Mortgage shall be corrected through this instrument to reflect a total debt in the principal amount of Twenty-Nine Thousand Nine Hundred Dollars and 00/100 Cents (\$29,900.00).

IN WITNESS WHEREOF, the City of North Miami has caused this instrument to be executed this _____ day of _____ 2019.

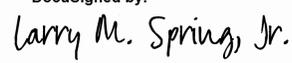
ATTEST:

CITY OF NORTH MIAMI, a Florida
Municipal Corporation

DocuSigned by:

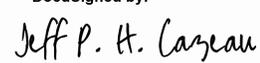
BB47A3B4B262492

Vanessa Joseph, Esq.
CITY CLERK

DocuSigned by:

C23984DEA2724CF...

Larry Spring Jr., CPA
CITY MANAGER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

8AF8443D714D491...

Jeff P. H. Cazeau
CITY ATTORNEY

STATE OF FLORIDA)
) §§
COUNTY OF MIAMI-DADE)

I hereby certify that on this day, before me, appeared Larry Spring Jr., to me personally known, who acknowledged that he is the City Manager of the City of North Miami, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the Corporation and by the authority of the Corporation, and that he further acknowledges the instrument to be the free act and deed of the Corporation.

Sworn to and subscribed before me this _____ day of _____ 2019.

1/14/2020

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

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

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM

MONEY MORTGAGE

This Mortgage is made and entered into this day of June 14, 2019, between Mildred Wilder-Black, ("Mortgagor"), residing at 825 NW 133 Street, 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-One Thousand Nine Hundred Dollars and 00/100 (\$21,900.00)** with interest payable in accordance with a Promissory Note bearing even date with this Mortgage which is attached as "Schedule A" and made a part of this Mortgage, and all other indebtedness which the 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 13, In Block 1, Harned Heights, according to the Plat thereof as recorded in Plat Book 48, Page 87, of the Public Records of Dade County Florida a/k/a, 825 NW 133 Street, 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 quitittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the 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 Home Investment Partnership Program (HOME) Rehabilitation Loan Agreement entered into this day of June 14, 2019, 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 Ten (10) years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of **Twenty-One Thousand Nine Hundred Dollars and 00/100 (\$21,900.00)**, plus interest and any disbursements made under this Mortgage for payment of impositions, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the Note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of 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:

Keran Frederick
Witness (Print Name)

Mildred Wilder-Black
Mildred Wilder-Black, Owner

Witness (Print Name)

_____, Owner

• Address: 825 N.W. 133 St, North Miami Fl
33168

STATE OF FLORIDA

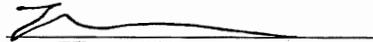
COUNTY OF MIAMI-DADE

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

[Signature]
Signature of Notary Public, State of Florida



APPROVED BY:


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

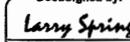
Date: 6-14-19

ATTEST:

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

DocuSigned by:

Vanessa Joseph, Esq., City Clerk
7/22/2019
City Clerk Date Signed

DocuSigned by:

Larry M. Spring Jr., CPA, City Manager
7/18/2019
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

Jeff P. H. Cazcan, Esq., City Attorney
7/17/2019
City Attorney Date Signed

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

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM

PROMISSORY NOTE

Schedule A
Amount: 21,900.00

Agreement No.: HOME (R) - 2019-
Date: JUNE 14, 2019

This Promissory Note is made and entered into this day of JUNE 14, 2019, between **Mildred Wilder-Black**, ("Mortgagor") residing at 825 NW 133 Street, 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-One Thousand Nine Hundred Dollars and 00/100 (\$21,900.00)**, payable without interest.

So long as the undersigned has not defaulted on payment under this Note, or has not provided false information in support of the application for loan, or has not otherwise violated the City of North Miami Home Investment Partnership Program ("HOME") ("Program") requirements, this amount shall be partially forgiven in the amount of **Two Thousand One Hundred Ninety Dollars and 00/100 (\$2,190.00)** each year over a **Ten (10)** year period, until fully forgiven at the conclusion of **Ten (10)** years.

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

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

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

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

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

DEMAND, notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

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

Mildred Wilder-Black
Mildred Wilder-Black, Owner

_____, Owner

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

[Signature]
Signature of Notary Public, State of Florida



APPROVED BY:



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

Date: 6-14-19

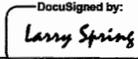
ATTEST:

DocuSigned by:


Vanessa Joseph, Esq., City Clerk
7/22/2019

City Clerk Date Signed

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

DocuSigned by:


Larry M. Spring Jr., CPA, City Manager
7/18/2019

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:


Jeff P. H. Cazeau, Esq., City Attorney
7/17/2019

City Attorney Date Signed