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

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CORRECTED HOME MORTGAGE AND PROMISSORY NOTE

KNOW ALL MEN 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 Home Investment Partnership Program (HOME Mortgage) executed by **Gary Horne** (Mortgagors) 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 1 in Block 2, 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 780 NW 134 Street, North Miami, Florida 33168 (subject property);

the HOME Mortgage was recorded on March 13, 2019 in Official Records Book 31363, Pages 3775- 3781 in the Public Record of Miami-Dade County, State of Florida, regarding a certain Note in the principal sum of Twenty One Thousand One Hundred Dollars and 00/100 ($21,100.00).

This instrument corrects a scrivener's error on the HOME Money Mortgage and Promissory Note referenced above. Specifically, the HOME Note and Mortgage, as recorded, refer to an incorrect principal amount. The HOME Note and Mortgage shall be corrected through this instrument to reflect a total debt in the principal amount of Twenty Three Thousand One Hundred Dollars and 00/100 ($23,100.00).

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

ATTEST:

DocuSigned by:

BB47A3B4B262492...

Vanessa Joseph, Esq.,
City Clerk

CITY OF NORTH MIAMI, a Florida Municipal Corporation

DocuSigned by:

Larry Spring

C23984DEA2724CF...

By: Larry M. Spring, Jr. CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

8AF8443D714D491...

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

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

I hereby certify that on this day, before me, appeared Larry M. 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.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

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AMENDMENT TO
HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION LOAN AGREEMENT

THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AGREEMENT ("Amendment") is entered into on 9/20/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), **Reliant Constriction Group** ("Contractor") having its principal business address at 20418 NW 9 Ave., Miami , FL 33169, and **Gary Horne** ("Owner"). The City, Contractor and Owner shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on December 18, 2018, the Parties entered into a Home Investment Partnership Program (HOME) Rehabilitation Program 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 Two Thousand Dollars ($2,000.00).

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 at total amount of Twenty Three Thousand One Hundred and 00/100 Dollars ($23,100.00) 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 Three Thousand One Hundred and 00/100 Dollars ($23,100.00).

3. **Exhibit B**. SCOPE OF SERVICES is hereby amended to include the additional requested services and total contract amount.

4. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

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

ATTEST:
Corporate Secretary or Witness:

By: Whitney Taylor

Print Name: Whitney Taylor

Date: 8/7/19

Gary Horne
"**Owner**":

By:

Print Name: Gary Horne

Date: 8/7/19

CONTRACTOR:

By:

Date: 8/15/19

Witness

Date: 8/15/19

APPROVED BY:

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

Date: 8-15-19

ATTEST:

DocuSigned by:

BB47A3B4B262492...

Vanessa Joseph, Esq., City Clerk

9/20/2019

City Clerk Date Signed

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

DocuSigned by:
Larry Spring
C23984DEA2724CF...

Larry M. Spring Jr., CPA, City Manager

9/20/2019

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

8AF8443D714D491...

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

9/13/2019

City Attorney Date Signed

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Exhibit A

CITY OF NORTH MIAMI
HOME INVESTMENT PARTNERSHIP PROGRAM
REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this day of December 18, 2018, by and among the following: **Gary Horne**, ("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, and **Reliant Construction Group, Inc**, ("Contractor"), having its principal business address at, 20418 NW 9 Avenue Miami Florida 33169, collectively referred as the "Parties", regarding the rehabilitation of the real property legally described as:

> Lot 1 in Block 2, 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 780 NW 134 Street, North Miami, FL 33168

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 One Hundred and 00/100 Dollars ($21,100.00)**, which is acknowledged, the Parties agree as follows:

1. HOME funds in the amount of **Twenty-One Thousand One Hundred and 00/100 Dollars ($21,100.00)**, are being utilized for the purpose of rehabilitating the subject property.

2. The Specifications & Proposal ("Contract Documents") related to the Project, attached as Composite Exhibit "A", (as amended from time to time), represent the scope of services and responsibilities of the Parties under the Project, and the Parties agree to abide by and comply with their respective roles and responsibilities.

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3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

4. The Project shall be performed in accordance with all applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.

5. The 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.

6. 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.

7. 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.

8. 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 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.

9. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of ten (10) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the City.

10. The Owner(s) and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the City's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.

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 may, periodically, inspect the real property for the purpose of assuring compliance with this Agreement.

13. In the event the Owner(s) or Contractor 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) or Contractor 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. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed 20% of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the City should such termination or cancellation by Owner(s) occur, as provided in paragraph 14, below.

15. The Owner(s) shall not release or amend this Agreement without the prior written consent of the City.

16. The Contractor, its subcontractors, agents or employees waive any right to bring a lawsuit against the City or Owner(s) for breach of this Agreement, and shall pursue alternative dispute resolution of all matters arising out of this Agreement.

    In conjunction with the above paragraph, the Contractor, its subcontractors, agents or employees waive all rights to file a lien against the subject property.

17. Payment to the Contractor for the Project shall be made as described in Exhibit "B". After payment is made to the Contractor 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 One Hundred and 00/100 Dollars ($21,100.00)**. Owner(s) and Contractor 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 its monetary commitment of **Twenty-One Thousand One Hundred and 00/100 Dollars ($21,100.00)**. 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.

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19. The Owner(s) and Contractor 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. The Owner(s) and Contractor 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) or Contractor 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. In addition, the City shall determine the amount of compensation to be paid to the Contractor for the work completed up to the time of termination. Contractor shall be responsible for all repairs and replacement of all work to the City's satisfaction.

22. In the event of a 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.

23. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees or subcontractors:

    a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

       Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

    b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

    c. Insolvency or bankruptcy by the Owner(s) or by the Contractor.

    d. Failure by the Contractor to maintain the insurance required by the City.

    e. Failure by the Contractor to correct defects within a reasonable time as decided in the City's sole discretion.

    f. The breach of any term or condition of this Agreement

24. If Owner(s) default this Agreement by insolvency or bankruptcy, the following shall apply:

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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) or Contractor 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 oversecured 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 Owner(s) or 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

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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. If Contractor defaults under this Agreement, by way of insolvency or bankruptcy, the following shall apply:

Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor files for bankruptcy, the following shall occur:

a. In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303, the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. § 365. The Contractor agrees to file a motion to assume the Agreement within fifteen (15) days after a voluntary petition is filed pursuant to 11 U.S.C. § 301, or within five (5) days following the entry of an order for relief under 11 U.S.C. § 303. The City expressly reserves the right to oppose any motion to assume the Agreement filed by the Contractor under the provisions of this subparagraph. In the event the Contractor does not voluntarily assume the Agreement, or, in the event the United States Bankruptcy Court does not authorize the Contractor's assumption of this Agreement, the Contractor acknowledges and agrees that the City may assert a valid claim of recoupment, thereby being entitled to recoup any damages suffered as a result of the Contractor's breach of this Agreement either by failing to voluntarily assume the Agreement, or, as a result of the entry of an order by the United States Bankruptcy Court prohibiting such assignment, against any monies which may be owed by the City to Contractor under the terms of the Agreement.

b. In the event the Contractor is authorized to assume this Agreement, the Contractor acknowledges and agrees that it shall be obligated to cure any and all existing defaults upon the entry of an order by the United States Bankruptcy Court authorizing its assumption of this Agreement. Furthermore, the Contractor shall be

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obligated to provide adequate assurance of future performance including, but not limited to, adequate assurances that the Contractor shall complete the project contemplated by the Agreement within the time frame provided and agreed upon by the Parties under the terms and conditions of this Agreement.

c. In the event that the Owner(s) defaults under this Agreement by insolvency or bankruptcy, either by filing a voluntary petition under 11 U.S.C. §§ 301 or 302, or an order for relief is entered under 11 U.S.C. § 303, Contractor fully understands, acknowledges and agrees to be fully bound by the provisions contained in Paragraph 22 (a)(1), (a)(2), (a)(3), (b) and/or (c), in the event Contractor files a voluntary petition under 11 U.S.C. § 301, or an order for relief is entered under 11 U.S.C. § 303. The Contractor further acknowledges and agrees that, in the event the City is not obligated to perform under the terms and conditions of this Agreement, as a result of the Owner(s) defaulting under this Agreement by insolvency or bankruptcy, by filing 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 City shall be entitled to assert any defenses to which it may avail itself against the Owner(s), against the Contractor including, but limited to, any claim or right of recoupment.

26. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.

27. The Owner(s) and Contractor shall comply with all applicable requirements as described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990.

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 Contractor:	Reliant Construction Group, Inc Ronald Augustin (Registered Agent) 20410 NW 9 Avenue Miami Florida 33169
If to Owner(s):	Gary Horne 780 NW 134 Street North Miami, Florida 33168

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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]

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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: 11-27-18

Gary Horne, Owner
Date: 11/27/18

Witness
Date:

, Owner
Date:

CONTRACTOR:

Tommie Frison
Witness
Date: 11/30/2018

By:
Date: 11/30/18

APPROVED BY:

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

Date: 12-18-18

ATTEST:

DocuSigned by:
Michael A. Etienne
Michael Etienne, Esq., City Clerk
1/23/2019
City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
C23984DEA2724CF...
Larry Spring Jr., CPA, City Manager
1/23/2019
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P.H Cazeau
8AF8443D714D491...
Jeff P. H. Cazeau, Esq., City Attorney
1/23/2019
City Attorney Date Signed

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Exhibit A
SCOPE OF SERVICES
OWNER and CONTRACTOR agree to undertake the following repairs:

INTERIOR

1) INSTALL NEW CENTRAL AIR CONDITIONING SPLIT SYSTEM AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM **$ 10,200.00**

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 16.0, 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.

- **a.** Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.
- **b.** Discuss with the Homeowner the options of placement of the air conditioning equipment and vents prior to installing: Homeowner to sign-off on final design.
- **c.** Provide new easy to read, 7-days programmable thermostat, high-low voltage electric service, liquid lines, stands and/or concrete pad.
- **d.** Install new supply/return air ducting and new grilles to each room.
- **e.** Under this work item, include the necessary door (louver), 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.

2) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS **$1500.00**

Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the

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existing adjacent surfaces (including where any existing smoke detectors were removed), paint from cut-line to cut-line.

a. Remove existing hard-wired smoke detectors, if cannot be interconnected.

b. Remove existing battery-operated smoke detector and patch surface after removal.

3) INSTALL FOUR (4) EXTERIOR LIGHT FIXTURES $900.00

Remove and replace exterior light fixture with motion sensor. Install a new exterior light fixture with a motion sensor with interior wall switches. Homeowner will select the light fixture within the $40.00 per light fixture budget, ENERGY STAR qualified and labeled accordingly. Haul away debris from property at once. Discuss with the Homeowner the locations of the controlling switches prior to installation.

a. Install two (2) exterior lights in the front of the house and two (2) in the rear of the house.

4) ELECTRIC UPGRADE INCLUDING SERVICE, PANEL AND A/C SYSTEM $7000.00

Check electrical service for the size of the house and the amount of appliances currently being serviced; increase the amperage to supply house demands. Relocate, as required, and upgrade new service and panel per FBC and NEC. This work item requires a permit.

a. Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.

b. Replace damaged, malfunctioned, painted over and/or missing switches cover plates, receptacles, and GFCI's. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.

c. Replace damaged electrical connections, conduit and wiring.

d. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cut-line to cut-line.

5) CHECK ELECTRICAL CONNECTIONS, SWITCHES AND RECEPTACLES AND PROVIDE TAMPER PROOF GFCI's $1500.00

Replace any switches, cover plates, receptacles, GFCI's that are damaged, malfunctioned, painted over and/or missing. Replace all damaged electrical connections, conduit and wiring. The new receptacles should be modern polarized, grounded tamper proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings..

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a. Provide and install tamper proof GFCI Receptacles for the exterior receptacles and any other locations as required by NEC and FBC.

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Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the Agreement and all applicable plans and specifications. Change Orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or Change Orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics, materialmen's or any other type of liens or obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

1. Environment Review
   - The National environmental Policy Act (42 U.S.C. 4321, et seq.);
   - The Council on Environmental Quality Regulations (40 CFR Parts 1500 – 1508);
   - Environmental Review Procedures (24 CFR Part 58);
   - National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.);
   - National Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.)

2. Lead Based Paint
   - Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.);
   - HUD Lead Based Paint Regulations (24 CFR Part 35).

3. Asbestos
   - Asbestos Regulations (40 CFR 61, Subpart M);

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- U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

4. Labor Standards
   - The Davis-Bacon Act (40 U.S.C. 276a) as amended;
   - The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
   - Federal Labor Standards Provisions (29 CFR Part 5.5).

Additionally, all Parties agreed to comply with all existing federal, state and local laws and ordinances hereto applicable, as amended.

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.

Exhibit B

Exhibit A

SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

INTERIOR

1) INSTALL NEW CENTRAL AIR CONDITIONING SPLIT SYSTEM AND INSTALL NEW SUPPLY AND RETURN AIR DUCT SYSTEM **$12,200.00** 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 16.0, 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.

a. Provide a heat loss load calculation to properly size the replacement unit and new supply/return air ductwork and transfer system.

b. Discuss with the Homeowner the options of placement of the air conditioning equipment and vents prior to installing: Homeowner to sign-off on final design.

c. Provide new easy to read, 7-days programmable thermostat, high-low voltage electric service, liquid lines, stands and/or concrete pad.

d. Install new supply/return air ducting and new grilles to each room.

e. Under this work item, include the necessary door (louver), 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.

f. Revision set of plans by architect to relocate water heater in AC closet to laundry room (revision & permit fees)

g. Capp off existing 40 gallons water heater in A/C closet. Provide electrical line to relocate & install new tankless water heater in laundry room

2) INSTALL SMOKE DETECTORS AND/OR CARBON MONOXIDE ALARMS **$1,500.00**

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Install smoke detectors (and smoke carbon monoxide alarms where required), hard-wired and interconnected, with battery backup. Install the smoke detectors in each bedroom and in the hallway or area outside the bedroom(s) and any other area as required per code; inasmuch as, follow the FBC and NEC requirements for placement of the alarm on the walls, ceiling and location within the home. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces (including where any existing smoke detectors were removed), paint from cut-line to cut-line.

a. Remove existing hard-wired smoke detectors, if cannot be interconnected.

b. Remove existing battery-operated smoke detector and patch surface after removal.

3) INSTALL FOUR (4) EXTERIOR LIGHT FIXTURES $ 900.00

Remove and replace exterior light fixture with motion sensor. Install a new exterior light fixture with a motion sensor with interior wall switches. Homeowner will select the light fixture within the $40.00 per light fixture budget, ENERGY STAR qualified and labeled accordingly. Haul away debris from property at once. Discuss with the Homeowner the locations of the controlling switches prior to installation.

a. Install two (2) exterior lights in the front of the house and two (2) in the rear of the house.

4) ELECTRIC UPGRADE INCLUDING SERVICE, PANEL AND A/C SYSTEM $ 7,000.00

Check electrical service for the size of the house and the amount of appliances currently being serviced; increase the amperage to supply house demands. Relocate, as required, and upgrade new service and panel per FBC and NEC. This work item requires a permit.

a. Separate and balance the existing circuits. All circuits in the panel box should be clearly labeled with a minimum of two (2) spare circuits.

b. Replace damaged, malfunctioned, painted over and/or missing switches cover plates, receptacles, and GFCI's. The new receptacles should be modern polarized, grounded receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.

c. Replace damaged electrical connections, conduit and wiring.

d. Patch and paint any effected areas associated with this work item to match the existing adjacent surfaces, paint from cut-line to cut-line.

5) CHECK ELECTRICAL CONNECTIONS, SWITCHES AND RECEPTACLES AND PROVIDE TAMPER PROOF GFCI's $ 1,500.00

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Replace any switches, cover plates, receptacles, GFCI's that are damaged, malfunctioned, painted over and/or missing. Replace all damaged electrical connections, conduit and wiring. The new receptacles should be modern polarized, grounded tamper proof receptacles. Check the amperage rating of circuits and use receptacles with the correct ratings.

a. Provide and install tamper proof GFCI Receptacles for the exterior receptacles and any other locations as required by NEC and FBC.

TOTAL LUMP SUM BID AMOUNT: **$ 23,100.00**

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RELIANT CONSTRUCTION GROUP

RELIANT CONSTRUCTION GROUP | 20418 NW 9TH AVENUE | MIAMI, FL 33 305-724-7898

Reliantconstruction@yahoo.com

LICENSE # CGC1522773

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	REVISION WORK		
1	REVISION SET OF PLANS BY ARCHITECT TO RELOCATE WATER HEATER IN AC CLOSET TO LAUNDRY ROOM.. REVISION & PERMIT FEES (BLDG DEPT)	$750.00	**$500.00**
2	**PLUMBING** CAPP OFF EXISTING 40 GALLONS WATER HEATER IN A/C CLOSET. PROVIDE ELECTRICAL LINE TO. RELOCATE & INSTALL NEW TANKLESS WATER HEATER IN LAUNDRY ROOM . A MORE COMPACT LOCATION	$1,500.00	**$1,500.00**

GARY HORNE

ESTIMATE NO

DATE

5/22/2019

ADDRESS

780 NW 134 ST
CITY/STATE/ZIP
NORTH MIAMI , FL 33168

PHONE

SUBTOTAL /SALES	**$2,000.00**
TAX	
OVERHEAD	**0.00%**
PROFIT	
permit fees	
TOTAL	**$2,000.00**

PROJECT

CHANGE ORDER

RON

ATTENTION

PAYMENT TERMS
100% AT FINAL
DUE DATE
N/A

5/22/2019
Date

Gary Horne
Homeowner

Ron Augustin
Contractor

Marie Frantz Jean-Pharuns
Housing & Social Services Manager

Tanya Wilson, AICP
Community Planning & Development Director

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CFN: 20190162157 BOOK 31363 PAGE 3775
DATE:03/13/2019 11:42:36 AM
MTG DOC 73.85
INTANGIBLE 42.20
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

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
HOME INVESTMENT PARTNERSHIP PROGRAM

MONEY MORTGAGE

This Mortgage is made and entered into this day of December 18 2018, between **Gary Horne**, ("Mortgagor"), residing at 780 NW 134 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 One Hundred and 00/100 Dollars ($21,100.00)** 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 1 in Block 2, 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 780 NW 134 Street, North Miami, FL 33168

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 quittance, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing may not then be due and payable; and the 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

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this day of December 18 2018, 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 One Hundred and 00/100 Dollars ($21,100.00)**, 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

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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)

Gary Horne, Owner

Witness (Print Name)

_____, Owner

Address: 780 NW 134 Street North Miami FL 33168

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SUBSCRIBED AND SWORN TO before me this 27 day of November, 20 18 by Gary Horne the Owner(s) identified above, who either is personally known to me or who produced a satisfactory documentary evidence verifying his or her identification. Fl Drivers Licence

Signature of Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

DocuSign Envelope ID: 33B69AC5-B100-46B2-A8EA-CCA17557E6E2

DocuSign Envelope ID: C9C89A5E-8508-48E6-9131-C77741C939EB

APPROVED BY:

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

Date: 12-18-18

ATTEST:

DocuSigned by:
Michael A. Etienne
Michael Etienne, Esq., City Clerk
1/23/2019
City Clerk Date Signed

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

DocuSigned by:
Larry M. Spring, Jr.
Larry Spring Jr., CPA, City Manager
1/23/2019
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P.H. Cazeau
Jeff P. H. Cazeau, Esq., City Attorney
1/23/2019
City Attorney Date Signed

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This instrument prepared by:
Jeff P. H. Cazeau., Esq.
City Attorney
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: **$21,100.00**

Agreement No.: HOME # 04
Date: 12/18/18

This Promissory Note is made and entered into this day of December 18 2018, between **Gary Horne**, residing at 780 NW 134 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 One Hundred and 00/100 ($21,100.00)** 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), this amount shall be partially forgiven in the amount of **Two Thousand One Hundred Ten Dollars and 00/100 ($2,110.00)** 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 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 of North Miami Community Development Block Grant Program, 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, protest and notice of demand and protect 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.

Owner

Owner

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Mortgage was acknowledged before me this 27 day of December 2018 by Gary Horne, who is/are personally known to me, or who has produced the following: Fl Drivers License as identification and who did not take an oath.

Typed/Printed Name:
Title: Notary Public, State of Florida

TOMMIE LEE FRISON
MY COMMISSION # GG 051891
EXPIRES: February 14, 2021
Bonded Thru Notary Public Underwriters

Gary Horne
HOME ®-2018-04

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APPROVED:

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

12-18-18

ATTEST:

DocuSigned by:
Michael A. Etienne

Michael Etienne, Esq., City Clerk

1/23/2019

CITY OF NORTH MIAMI:

DocuSigned by:
Larry M. Spring, Jr.

Larry Spring Jr., CPA. City Manager

1/23/2019

Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P.H. Cazeau

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

1/23/2019

Gary Horne
HOME ®-2018-04

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Taylor, Whitney

From: Llana Dumenigo, Mirelys
Sent: Wednesday, August 28, 2019 12:34 PM
To: Taylor, Whitney
Subject: RE: Utility Bill for 1420 NW 127 Street

Hi Whitney,
Kame told me that Miguel approved the last 2 bills to be written off, but the one that is until 11/24 customer will have to pay it.
Regards,
Mirelys

From: Taylor, Whitney
Sent: Wednesday, August 28, 2019 12:26 PM
To: Llana Dumenigo, Mirelys
Cc: Frederick, Keren
Subject: Utility Bill for 1420 NW 127 Street

Good afternoon Mirelys,

Is there any update with the Regosa Construction & 1420 utility bill ?

NORTH MIAMI
FLORIDA
Whitney Taylor
Community Planning & Development
12400 NE 8th Ave
North Miami, FL 33161
(305)893-6511
(305)895-4074 Fax
wtaylor@northmiamifl.gov
www.northmiamifl.gov

From: Taylor, Whitney
Sent: Friday, August 16, 2019 12:04 PM
To: Llana Dumenigo, Mirelys <mdumenigo@northmiamifl.gov>
Subject: CPD Water Bill for 1420

Good afternoon Mirelys,

Is there any update with the 1420 property utility bill ?

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Property Management Specialist
Community Planning & Development
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Check out our Zoning Lookup Tool!:

Gridics
Zoning Text & 3D Zoning Map

Please print only if necessary.