

RESOLUTION NO. 2021-088

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE USE OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FUNDS UNDER THE SHIP SAFE HOME PROJECT IN AN AMOUNT NOT TO EXCEED \$100,000.00 TO CONDUCT RESIDENTIAL REHABILITATION ON THE HOME OF VIOLETA GARCIA, AN APPROVED STRATEGY UNDER THE LOCAL HOUSING ASSISTANCE PLAN (LHAP), THROUGH THE EXECUTION AND RECORDATION OF A MORTGAGE AND PROMISSORY NOTE SET FORTH HEREIN AS EXHIBIT "1"; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE, AMEND AND SUBMIT ANY AND ALL AGREEMENTS AND DOCUMENTS IN FURTHERANCE OF THE PROJECT ON BEHALF OF THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Mayor and the City Council approved the SHIP Safe Home Project on February 23, 2021, through Resolution No. 2021-014, allowing the City to implement SHIP funds to provide home repair assistance through the installation of impact-proof windows and doors, new paint for the exterior of the home, new roof, and new air conditioning units as needed for eligible homeowners in Hialeah;

**WHEREAS**, the City shall administer Residential Rehabilitation under the SHIP Safe Home Project for the home of Violeta Garcia, located at 1001 E 17<sup>th</sup> Street, Hialeah, FL 33010, to provide renovations in an amount not to exceed \$100,000.00, an allowable act under the existing Mayor and City Council approved LHAP;

**WHEREAS**, the City shall secure these funds through the execution and recordation of a mortgage and promissory note to provide a deferred payment forgivable loan in an amount not to exceed \$100,000, attached hereafter and set forth herein as Exhibit "1"; and

**WHEREAS**, the City finds that accepting the use of these SHIP funds for the Safe Home rehabilitation of the home of Violeta Garcia will provide a safer and more habitable home for this low-income household, enacting the mission of the SHIP program and Safe Home Project to meet the housing needs of very low, low and moderate-income households in need of housing rehabilitation.

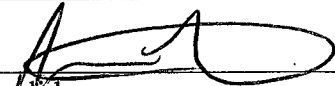
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby approves the use of State Housing Initiatives Partnership (SHIP) Program funding under the Safe Home Project as allowable under the Mayor and City Council approved Local Housing Assistance Plan (LHAP) and through the execution and recordation of a mortgage and promissory note, a copy of which is attached hereafter and set forth herein as Exhibit "1", in an amount not to exceed \$100,000.00 for the Residential Rehabilitation of Violeta Garcia's home located at 1001 E 17<sup>th</sup> Street, Hialeah, FL 33010, and hereby authorizes the Mayor or his designee to execute, amend and submit any and all agreements and documents required in furtherance thereof on behalf of the City.

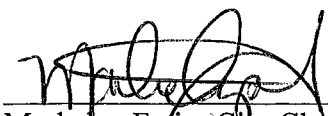
**Section 3:** This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.


PASSED AND ADOPTED this 22 day of June, 2021.

  
\_\_\_\_\_  
Jesus Tundidor  
Council President

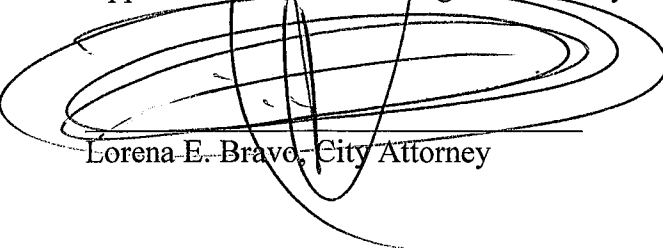
Attest:

Approved on this 7 day of July, 2021.

  
\_\_\_\_\_  
Marbelys Fajó, City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, De la Rosa, Garcia-Roves, Hernandez, Perez, Tundidor, and Zogby voting "Yes" and with Council Member Cue-Fuente absent.

Prepared by:  
Sofia Lopez  
City of Hialeah  
Grants & Human Services  
501 Palm Avenue, 1<sup>st</sup> Floor  
Hialeah, FL 33010

Loan No: 10818

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## MORTGAGE

THIS MORTGAGE ("Mortgage") is given on this 23<sup>rd</sup> day of June, 2021, to Violeta Garcia, whose address is 1001 E 17<sup>th</sup> Street, Hialeah, FL 33010 ("Mortgagor"), by the City of Hialeah, Florida, a political subdivision of the State of Florida ("Mortgagee"), whose mailing address is 501 Palm Avenue, Hialeah, Florida, 33010, (collectively referred to as "the Parties").

**WHEREAS**, the Mortgagor has agreed to repay the Mortgagee amounts which the Mortgagee has obligated in advance, under the terms and conditions set forth in the Promissory Note signed and tendered by the Mortgagor dated June 23, 2021 in the principal sum of up to ONE HUNDRED THOUSAND and 0/100<sup>th</sup> Dollars (US\$100,000.00), ("Note"). The Note secures a deferred payment forgivable loan, hereinafter referred to as the ("Loan"), forgivable on or after the Maturity Date in Mortgagee's sole and absolute discretion as provided for in the Promissory Note. The loan evidenced by the Note and secured by this Security Instrument (the "loan") is being made pursuant to the State Housing Initiatives Partnership Program, section 420.907 et seq., Florida Statutes, and the administrative regulations issued thereunder (the "SHIP Program").

**TRANSFER OF RIGHTS IN THE PROPERTY.** This Mortgage secures to Mortgagee: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note, (b) the performance of Mortgagor's covenants under this Mortgage and the Note, and (c) if applicable, compliance with the terms of any Funding Agreement, Land Use Restriction Agreement and Declaration of Restrictive Covenants ("LURA") or any other written agreement executed by the Parties (the LURA, the Funding Agreement, and all other agreements are hereinafter referred to collectively and individually as the "Loan Documents"). For this purpose, the Mortgagor hereby mortgages to the Mortgagee, and grants the Mortgagee a security interest in, all right, title and interest of the Mortgagor now owns, or hereafter acquires, in and to the following described property located in Miami Dade County and described as follows:

Folio ID Number: 04-3108-002-6300 which has the address of 1001 E 17<sup>th</sup> Street, Hialeah, FL 33010.

Lots 29 and 30, Block 129-B, AMENDED PLAT OF THE AMENDED PLAT OF THE 13<sup>TH</sup> ADDITION TO HIALEAH, according to the plat thereof, as recorded in Plat Book 34, at Page 26, of the Public Records of Dade County, Florida;

easements, rights, appurtenances, rents, and all fixtures now or later attached to the property, all of which, including replacements and additions, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing shall constitute and refer to the "Property."

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, and grant the Mortgagee a security interest in, all right, title and interest of the Mortgagor now owns, or hereafter acquires, and that the Property is unencumbered, except for encumbrances of records. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**UNIFORM COVENANTS.** The Parties covenant and agree as follows:

**1. Payment of Note.** Mortgagor shall pay when due all amounts evidenced by the Note, in the event of a default, as set forth in this Mortgage, the Note, and the Funding Agreement, if applicable. Payment due under the Note and this Mortgage shall be made in U.S. currency. However, if any check or other instrument received by Mortgagee as payment under the Note or this Mortgage is returned to Mortgagee unpaid, Mortgagee may require that any or all subsequent payments due under the Note and this Mortgage be made in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) electronic funds transfer.

Payments are deemed received by Mortgagee when received at the location designated in the Note or at such other location as may be designated by Mortgagee in accordance with the notice provision. Mortgagee may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Mortgagee may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights or prejudice to its rights to refuse such payment or partial payments in the future, but Mortgagee is not obligated to apply such payments at the time such payments are accepted.

**2. Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Mortgagor shall promptly furnish to Mortgagee receipts, or other such documents acceptable to Mortgagee, evidencing such payments.

Mortgagor shall 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 without the written consent of Mortgagee.

**3. Hazard and Flood Insurance.** Mortgagor shall keep the improvements now existing or later erected on the Property insured against loss by fire and such other hazards included within the term "extended coverage," and any other hazards including, but not limited to earthquakes, floods, for which insurance is required and as Mortgagee may require, in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

All such insurance shall be carried in companies approved by Mortgagee and all policies therefore shall be in such form and shall have attached loss payable clauses in favor of Mortgagee and any other party as shall be satisfactory to Mortgagee. The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to Mortgagee's approval; provided that such approval shall not be unreasonably withheld.

All insurance policies and renewals shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless the Parties otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within thirty (30) days after notice by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

During such repair and restoration period, Mortgagee shall have the right to hold such insurance proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly.

If the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Mortgagee may inspect the interior of the Property including improvements, if applicable. Mortgagee shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**4. Preservation and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property, and will promptly comply with all the requirements of federal, state and local governments pertaining to such Property or any part. No building or other structure or improvement, fixture or personal property mortgaged shall be removed or demolished without the written consent of Mortgagee. Mortgagor shall not make, permit or suffer any alteration or addition to any building or other structure or improvement now or which may later be erected or installed upon the mortgaged property, or any part, nor will 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 Mortgagee.

**5. Protection of Mortgagee's Interest in the Property and Rights Under this Mortgage.** If (a) Mortgagor fails to perform the covenants and agreements contained in this Mortgage and/or the Loan Documents, if applicable, (b) there is a legal proceeding that might significantly affect Mortgagee's interest in the Property and/or rights under this Mortgage (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Mortgagee may do and pay for whatever is reasonable or appropriate to protect Mortgagee's interest in the Property and rights under this Mortgage, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Mortgagee's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Mortgage; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Mortgagee may take action under this Section 5, Mortgagee does not have to do so and is not under any duty or obligation to do so. It is agreed that Mortgagee incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by the Mortgagee pursuant to this Section 5 shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law.

**6. Provision as to prior Mortgage.** This Mortgage is subject and subordinate to a prior mortgage. As to the prior mortgage, the Mortgagor covenants and agrees to comply with all of the terms and provisions of the prior mortgage, and any default on the part of the Mortgagor under the terms of the prior mortgage or the note secured thereby shall constitute a default under the terms of this Mortgage and shall entitle the Mortgagee herein to exercise any and all rights and remedies given hereunder.

**7. Note Due.** The total amount of the Note shall become due at the sole option of Mortgagee: (a) after Mortgagor's failure to demonstrate to Mortgagee, within ten (10) calendar days after demand, receipts showing payment of all taxes, water rates, sewer rates and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the Property without the written consent of Mortgagee; or (c) in the event of a default and/or if the Property encumbered hereby is sold, leased, transferred, devised, abandoned, or if the Mortgagor fails to maintain full time residency, or (d) if the buildings on the Property are not maintained in reasonably good repair after Mortgagor is given notice and demand to cure within a reasonable time as determined by Mortgagee under the circumstances; or (e) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Property upon notice of said failure by Mortgagee and failure to comply with

thirty (30) calendar days of notice by Mortgagee; or (f) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances and free from any reservation of title; or (g) if Mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this Mortgage or any of the other Loan Documents after Mortgagee is given notice and a demand to cure as provided in Section 15.

**8. Actions or Proceedings Commenced.** If any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the debt secured by this Mortgage), to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable attorneys' fees), shall be paid by Mortgagor, together with interest at the statutory rate per annum, and any such sum including the related interest shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured by this Mortgage, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

**9. Mortgagor's Applications.** Mortgagor shall be in default if, during the Loan application process, Mortgagor or any persons or entities acting at the direction of Mortgagor or with Mortgagor's knowledge or consent, gives materially false, misleading, or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning occupancy of the Property by Income Eligible Households as set forth and agreed to in any applicable Loan Document.

**10. Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause thereof related to Mortgagee's interest in the Property.

**11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part, or for conveyance in lieu of condemnation, are assigned and shall be paid to Mortgagee. The proceeds referred to in this Section shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date the notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, to the sums secured by this Mortgage.

**12. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** Extension of time for payment or modification or amortization of the sums secured by this Mortgage granted by

Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee for exercising any right or remedy, including, without limitation, Mortgagee's acceptance of payments from third persons, entities or successors in interest or in amounts less than the amount then due, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**14. Joint and Several Liability; Successors and Assigns Bound; Captions.** Mortgagor covenants and agrees that Mortgagor's obligations and liability shall be joint and several. Any successor in interest of Mortgagor who assumes Mortgagor's obligations under this Mortgage in writing, and is approved by Mortgagee, shall obtain all of Mortgagor's rights and benefits under this Mortgage. Mortgagor shall not be released from Mortgagor's obligations and liability under this Mortgage unless Mortgagee agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define any specific provision.

**15. Notice.** All notices given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. The mortgagee must provide notice to Mortgagor within seven (7) business following any incident in connection with this Mortgage. Incidents that require notification include but are not limited to an untimely death, divorce/separation, and any and all circumstances that require Mortgagee's primary residence to alter. Any notice to Mortgagor in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by first class mail or when actually delivered to Mortgagor's notice address if sent by other means. The notice address shall be the Property address unless Mortgagor provides Mortgagee in writing with a substitute notice address. Mortgagor shall promptly notify Mortgagee of Mortgagor's change of address. If Mortgagee specifies a procedure for reporting Mortgagor's change of address, then Mortgagor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to Mortgagee shall be given by delivering it or by mailing it by first class mail to City of Hialeah Department of Grants and Human Services, at 501 Palm Avenue, 1st Floor, Hialeah, Florida 33010, unless Mortgagee has designated another address. Any notice in connection with this Mortgage shall not be deemed to have been given to Mortgagee until actually received by Mortgagee. If any notice required by this Mortgage is also required under Florida law, the Florida law requirement will satisfy the corresponding requirement under this Mortgage.

**16. Governing Law; Severability; Rules of Construction.** This Mortgage shall be governed by federal law and the laws of the State of Florida. All rights and obligations contained in this Mortgage are subject to any requirements and limitations of Florida law. Florida law might



explicitly or implicitly allow the Parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Mortgage, the Note and/or Loan Documents, if applicable, conflicts with Florida law, such conflict shall not affect other provisions of this Mortgage, the Note, and/or Loan Documents, which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage, the Note and/or the Loan Documents are declared to be severable.

**17. Transfer of the Property; Assumption.** No part of the Property or any interest in the Property shall be sold, conveyed, leased, transferred, devised, abandoned without Mortgagee's consent. If Mortgagor sells, conveys, leases, devises, abandons, or if the Mortgagor fails to maintain full time residency or transfers any interest or part in the Property, the sums secured by this Mortgage shall become immediately due and payable. If the amount becomes due and payable, Mortgagee shall mail Mortgagor notice of acceleration in accordance with Section 18. Such Notice shall provide a period of not less than thirty (30) days from the date the notice is received within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may without further notice or demand on Mortgagor, invoke any available legal remedies.

**NONUNIFORM COVENANTS.** Mortgagor and Mortgagee further covenant and agree as follows:

**18. Acceleration; Remedies.** Upon Mortgagor's default and breach of any covenant in this Mortgage, the Note or any of the Loan Documents, any and all sums secured by this Mortgage shall be accelerated. Mortgagee prior to acceleration shall mail notice to Mortgagor as provided in Section 15 specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is received by Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, court costs and costs of documentary evidence, abstracts and title reports.

**19. Occupancy.** Mortgagor shall occupy, establish, and use the Property as Mortgagor's principal residence, and in compliance with any and all rules, requirements and regulations promulgated by the State Housing Initiative Partnership Program ("SHIP"), the United States Department of Housing and Urban Development for the HOME Investment Partnerships (HOME) Program, or the Community Development Block Grant program ("CDBG"), whichever is applicable.

**20. Mortgagor's Right to Reinstate.** Notwithstanding Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to an entry of a judgment

enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would then be due under this Mortgage; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements contained in this Mortgage and if applicable, the Loan Documents, including but not limited to attorney's fees and costs; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage and if applicable, comply with the terms of the Loan Documents shall remain in full force and effect. Mortgagee may require that Mortgagor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Mortgagee: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, secured instrument and obligations shall remain fully effective as if no acceleration had occurred.

21. **Default.** The Mortgagor understands and agrees that the occurrence of any of the following events shall constitute an event of default, at which time any sums then due as secured by this Mortgage shall be accelerated as set forth in Section 18.

- (a) Failure to maintain at all times continuous residency at the Property;
- (b) Selling, conveying, transferring title, devising, or abandoning the Property without Mortgagee's prior written consent;
- (c) Failure to ensure that the occupants of the Property are qualified as income eligible households as defined in the applicable Loan Documents;
- (d) Renting or subletting a portion of or all of the Property;
- (e) Failure to maintain the Property in good state of repair, committing waste, and/or causing or allowing to be caused impairment or deterioration of the Property;
- (f) Constructing or allowing to be constructed buildings, additions, fixtures or other structures or improvements, without the consent of Mortgagee and/or without the benefit of a building permit in violation of the Florida Building Code as adopted by the City of Hialeah Code of Ordinances;
- (g) Any violation of the City of Hialeah Code of Ordinances as determined by the Special Master or through any other quasi-judicial or judicial process.
- (h) Commencement of legal proceedings against the Mortgagee that might significantly affect Mortgagee's interest in the Property and/or rights under this Mortgage;
- (i) Failure to comply with any and all of the terms, conditions, covenants and restrictions set forth in this Mortgage, the Note and the Loan Documents, if applicable;
- (j) Failure to comply with any and all applicable Federal, State and Local laws, ordinances, requirements and regulations.

22. **Appointment of a Receiver.** 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 Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

23. **Transfer of the Property or a Beneficial Interest in Mortgagor.** "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial

interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Mortgagor is not a natural person and a beneficial interest in Mortgagor is sold or transferred) without Mortgagee's prior written consent, Mortgagee shall require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by Federal and State law.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

**24. Hazardous Substances.** As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two (2) sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Mortgagor shall promptly give Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Mortgage shall create any obligation on Mortgagee for an Environmental Cleanup.

25. **Satisfaction.** Upon payment of all sums secured by this Mortgage and performance of all requirements under the Loan Documents and Note, Mortgagee shall prepare and execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation.

26. **Attorneys' Fees.** As used in this Mortgage and the Note, attorneys' fees and costs shall include those awarded by a trial court, an appellate court and any attorneys' fees and costs incurred in a bankruptcy proceeding.

27. **Jury Trial Waiver.** Mortgagor waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of, or in any way related to, this Mortgage, the Note or the Loan Documents.

28. **Recordation.** This Mortgage shall be recorded by Mortgagee, at Mortgagor's expense, in the Public Records of Miami Dade County, Florida.

[ The remainder of this page is left blank intentionally. ]

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

IN WITNESS WHEREOF, MORTGAGOR, has executed this Mortgage.

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BORROWER      Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 20\_\_, by \_\_\_\_\_ who is personally known to me or has produced valid photo identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Type/Printed or Stamped Name:  
Commission No.

PROMISSORY NOTE

Date: June 23, 2021

1001 E 17<sup>th</sup> Street, Hialeah, FL 33010("Property")  
(Property Address)

Principal Amount: \$100,000.00

FOR VALUE RECEIVED the undersigned, Violeta Garcia, ("BORROWER"), promises to pay to THE CITY OF HIALEAH, FLORIDA, a municipal corporation of the State of Florida, ("HOLDER") at 501 Palm Avenue, Hialeah, Florida 33010 to the attention of the Grant and Human Services Department, or such other place as HOLDER may from time to time designate in writing, the amount of up to ONE HUNDRED THOUSAND and 0/100<sup>th</sup> Dollars (US\$100,000.00) ("Loan") in State Housing Initiative Partnership Program Funds ("SHIP PROGRAM"), to be paid in lawful money of the United States of America, as follows:

1. The Property securing this Loan is legally described as:

Lots 29 and 30, Block 129-B, AMENDED PLAT OF THE AMENDED PLAT OF THE 13<sup>TH</sup> ADDITION TO HIALEAH, according to the plat thereof, as recorded in Plat Book 34, at Page 26, of the Public Records of Dade County, Florida;

With folio ID Number: 04-3108-002-6300 which has the address of 1001 E 17<sup>th</sup> Street, Hialeah, FL 33010.

2. The Loan being provided by HOLDER to BORROWER under this Promissory Note is a forgivable deferred payment Loan. The loan evidenced by this Note is being made pursuant to the State Housing Initiatives Partnership Program, section 420.907 et seq., Florida Statutes and the administrative regulations issued thereunder (the "SHIP Program"). The Loan shall be paid by BORROWER to HOLDER upon the occurrence of an Acceleration Event in the amount and in the year the Acceleration Event occurs as set forth in the repayment schedule below. The indebtedness shall be reduced by five (5%) percent per year at the beginning of the second year of the twenty twenty-year loan term until the balance is reduced to zero on the first day of the twenty-first year, as follows:

Repayment schedule in upon the occurrence of an Acceleration Event.

2 <sup>nd</sup> year 95% of principal amount	11 <sup>th</sup> year 50% of principal amount
3 <sup>rd</sup> year 90% of principal amount	12 <sup>th</sup> year 45% of principal amount
4 <sup>th</sup> year 85% of principal amount	13 <sup>th</sup> year 40% of principal amount
5 <sup>th</sup> year 80% of principal amount	14 <sup>th</sup> year 35% of principal amount
6 <sup>th</sup> year 75% of principal amount	15 <sup>th</sup> year 30% of principal amount
7 <sup>th</sup> year 70% of principal amount	16 <sup>th</sup> year 25% of principal amount
8 <sup>th</sup> year 65% of principal amount	17 <sup>th</sup> year 20% of principal amount
9 <sup>th</sup> year 60% of principal amount	18 <sup>th</sup> year 15% of principal amount
10 <sup>th</sup> year 55% of principal amount	19 <sup>th</sup> year 10% of principal amount
	20 <sup>th</sup> year 5% of principal amount

The Loan shall not be subject to the payment of interest by BORROWER.

3. No payments shall be due under this Promissory Note and the Loan shall be forgiven on the first day of the twenty-first (21st) anniversary date of the execution of this Promissory Note by BORROWER (the "Maturity Date"), unless an Acceleration Event (as hereinafter defined) occurs.

4. If BORROWER fails to comply with any of the terms, conditions, or covenants of this Promissory Note, the Mortgage, any applicable Funding Agreement, Land Use Restriction Agreement and Declaration of Restrictive Covenants ("LURA") or any other written agreement proffered by the BORROWER in support of or in connection with this Loan (each deemed an "Acceleration Event"), including without limitation, failure to maintain at all times continuous residency in the dwelling; transferring title, selling, conveying, devising, or abandoning the Property without obtaining prior written consent from the HOLDER; renting or subletting a portion of or all of the dwelling; constructing or allowing to be constructed buildings, additions, fixtures or other structures or improvements, without the consent of Mortgagee and/or without the benefit of a building permit in violation of the Florida Building Code as adopted by the City of Hialeah Code of Ordinances; and/or any violation of the City of Hialeah Code of Ordinances, as determined by the Special Master or through any other quasi-judicial or judicial process, such Acceleration Event shall be deemed a breach of this Promissory Note. In such event, the then total amount owed of SHIP PROGRAM Funds as set forth in the repayment schedule included in Section 2 of this Promissory Note shall become due and payable to HOLDER in compliance with Section 18 of the Mortgage.

5. If suit is instituted by HOLDER to recover under this Promissory Note, BORROWER agrees to pay all costs of collection, including investigative costs, reasonable attorney's fees and court costs. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments. BORROWER and HOLDER hereby knowingly, voluntarily and intentionally waive any right either party has to a trial by jury in any litigation based on this Promissory Note, or arising out of, under or in connection with this Promissory Note or any agreement contemplated to be executed in connection with this Promissory Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party, now or in the future, with respect hereto or arising out of this Promissory Note or future dealings between BORROWER and HOLDER, or their successors or assigns. This provision is a material inducement for the making of the Loan and acceptance of this Promissory Note by HOLDER.

6. This Promissory Note is secured by the Mortgage executed by BORROWER in favor of THE CITY OF HIALEAH, FLORIDA, of even date herewith, and recorded in the Official Public Records of Miami-Dade County, Florida. BORROWER shall pay the cost of any revenue tax or other stamps now or hereafter required by law at any time to be affixed to this Promissory Note.

7. The parties hereto intend and believe that each provision in this Promissory Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provisions, or portion of this Promissory Note is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal, law, or binding administrative or judicial decision, or public policy, and declares such portion, or provision of this Promissory Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such invalidity shall not affect any of the remaining provisions of this Promissory Note, and that the rights, obligations and interest of BORROWER and HOLDER hereof under the remainder of this

Promissory Note shall continue in full force and effect.

8. BORROWER hereby waives presentment, protest, notice, notice of protest, notice of demand, and notice of dishonor. If BORROWER performs all covenants and conditions of this Promissory Note, the Mortgage, and any applicable Funding Agreement, and if there has been no Acceleration Event on or before the Maturity Date, the Loan shall be forgiven on the Maturity Date.

9. The rights and remedies of the HOLDER as provided in this Note and in the Mortgage shall be cumulative and may be pursued separately or concurrently against BORROWER, the Property encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by HOLDER for repayment thereof, or otherwise, at the sole discretion of HOLDER. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by HOLDER of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights at that time or at any subsequent time or nullify any prior exercise of any such right without the express written consent of the HOLDER. The right, if any, of BORROWER, and all other persons or entities, who are, or may become, liable for all or any part of this indebtedness, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note, is expressly waived by each and all of such parties to the full extent permissible by law.

10. The BORROWER represents and warrants to the City that:

- (a) The BORROWER has the requisite power, authority, and legal right to enter into and perform its obligations under this Promissory Note.
- (b) This Promissory Note has been duly executed and delivered by the BORROWER and constitutes a legal, valid, and binding obligation of the BORROWER, enforceable by HOLDER against the BORROWER in accordance with its terms.
- (c) To the best of the BORROWER's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the BORROWER, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the BORROWER of its obligations under this Promissory Note, or that in any way would adversely affect the validity or enforceability of this Promissory Note, or any other agreement or instrument entered into by the BORROWER or any of its affiliates in connection with this Promissory Note.



IN WITNESS WHEREOF, BORROWER has executed this Promissory Note on the 23<sup>rd</sup> day of June 2021.

Witnesses:

\_\_\_\_\_  
BORROWER      Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June 20\_\_, by \_\_\_\_\_ who is personally known to me or has produced valid photo identification \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Type/Printed or Stamped Name:  
Commission No.