

CFN 20150320072
OR BK 27766 PG 167
RECORDED 08/27/2015 11:30:12
Palm Beach County, Florida
AMT 8,344.95
MTG DOC 29.40
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0167-0172; (6Pgs)

THIS A **FORGIVABLE MORTGAGE** AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY SHALL BE NO MORE THAN \$ 8,344.95, DEPENDING ON THE TERMS OF THE NOTE, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE AND THE PROMISSORY NOTE IF THE MORTGAGOR SELLS OR CONVEYS THE PROPERTY WITHIN 180 MONTHS FROM THE DATE HEREOF.

RETURN TO:
City of Delray Beach
Neighborhood Services Division
100 NW 1st Avenue
Delray Beach, FL 33444

(Space Above This Line For Recording Data)

THIS MORTGAGE DEED

Executed the 14 day of August A.D. 2015, by Eric Jeffery Bennett, a single person whose address is 2115 SW 13th Street Delray Beach, Florida 33445, hereinafter called the mortgagor, to the **CITY OF DELRAY BEACH, a Florida municipal corporation**, as Trustee, whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor," and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida, viz:

Lot 20, Block 2, Delray Beach Highlands Section 1, according to the map or plat thereof, as recorded in Plat Book 26, Page(s) 209, of the Public Records of Palm Beach County, Florida.

12-43-46-19-02-002-0200

THIS SECOND MORTGAGE is expressly made subject to and subordinate to the terms and conditions of the First Mortgage from the Mortgagor RESMAC INC, its successors and/or assigns, as their interest may appear, in the original principal amount of \$ 193,431.15, dated August, 2015.

TO HAVE AND TO HOLD the same, together with the mortgage that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances other than that certain first mortgage to RESMAC INC, its successors and/or assigns, as their interest may appear, in the original principle amount of \$ 193,431.15, and this mortgage is not assumable. In the event the subject property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full. The Mortgagor further covenants to keep any senior encumbrances in good standing and to make all payments required thereunder and any default under such senior encumbrance shall be deemed a default under this mortgage.

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E-RECORDED

simplifile®

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Neighborhood Services Division
100 NW 1st Avenue
Delray Beach, FL 33444

ID: CFN20150320072 BK 27766 pg 167
County: Palm Beach
Date: 8.27.15 Time: 11:30:12

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WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Palm Beach County, Florida, viz:

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TO HAVE AND TO HOLD the same, together with the mortgage that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances other than that certain first mortgage to RESMAC INC, its successors and/or assigns, as their interest may appear, in the original principle amount of \$ 193,431.15 and this mortgage is not assumable. In the event the subject property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed, this Mortgage shall become due and payable in full. The Mortgagor further covenants to keep any senior encumbrances in good standing and to make all payments required thereunder and any default under such senior encumbrance shall be deemed a default under this mortgage.

THE LENDER consent to any agreement or arrangement in which the first Lender waives, postpones, extends reduces or modifies any provision of the First Note and the First Mortgage, including any provision requiring the repayment of money.

IF ANY PROVISION of the Promissory Note or the Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

IN THE EVENT of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his/her successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

See Exhibit "A" attached hereto and made part hereof

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit commit or suffer no waste, impairment or deterioration of said and or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date hereof at the highest lawful rate then allowed by the State of Florida.

IF any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every the agreements, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

THIS IS FORGIVABLE MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY SHALL BE NO MORE THAN \$ 8,344.95, DEPENDING UPON THE TERMS OF THE NOTE, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE AND THE PROMISSORY NOTE IF THE MORTGAGOR SELLS OR CONVEYS THE PROPERTY WITHIN 180 MONTHS FROM THE DATE HEREOF.

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

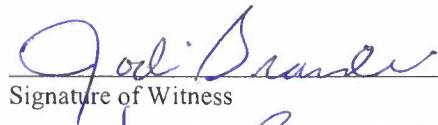
Signed, sealed and delivered in the presence of:



Signature of Mortgagor



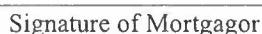
Print Name



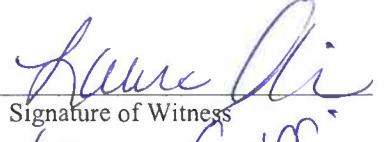
Signature of Witness



Print Name



Print Name



Signature of Witness



Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Eric Jeffrey Bennett, who are personally known to me or who have produced FDL and _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of August A.D. 2015.

(SEAL)



Print Name Jodi Brandeis
Notary Public Jodi Brandeis
State of Florida
My commission expires: 01/21/2017
Commission No.: FF044914

Exhibit "A"

**CITY OF DELRAY BEACH
STATE HOUSING INITIATIVES PARTNERSHIP
PROMISSORY NOTE**

For Value Received, on this 14 day of August 2015, the undersigned property owner (s), hereafter referred to as the GRANTEE, promises to pay to the City of Delray Beach, Florida, hereafter referred to as the GRANTOR, the principle sum of \$ 8,344.95 payable at:

The City of Delray Beach
Neighborhood Services Division
100 Northwest 1st Avenue
Delray Beach, Florida 33444

or at such other place as may be designated by the GRANTOR.

This NOTE evidences a grant by the GRANTOR to the GRANTEE for the exclusive purpose of purchase assistance of real estate of which I am the owner and occupant, commonly addressed as 2115 SW 13th Street Delray Beach, FL 33445 and legally described as:

Lot 20, Block 2, Delray Beach Highlands Section 1, according to the map or plat thereof, as recorded in Plat Book 26, Page(s) 209, of the Public Records of Palm Beach County, Florida.
12-43-46-19-02-002-0200

(hereafter referred to as the PROPERTY).

This NOTE is hereby secured as a State Housing Initiatives Partnership property lien as of the above date herein in favor of the GRANTOR on the above referenced PROPERTY, and shall be recorded in the Public Records of Palm Beach County.

The GRANT amount of this NOTE shall be the full amount of the GRANT (no interest charge). The entire GRANT amount will be due in full at the time of the sale or transfer of the property. Sale or transfer includes the sale or divestiture of equitable ownership of the property, through land sales contracts or similar mechanisms.

The failure of the GRANTOR to exercise any of its rights or options under this NOTE shall not constitute a waiver of the right to exercise the same in the event of any subsequent occurrence add/or default.

The GRANTEE hereby further covenants and agrees to pay promptly when due the sum of money provided for in said note, and to pay all the singular taxes, assessments, levies liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum not less than full insurable value in a company acceptable to the GRANTOR, the policy or policies to be held by, and payable to, said GRANTOR, and in the event any sum or money becomes payable by virtue of such insurance the GRANTOR shall have the right to receive such and apply the same to the indebtedness hereby secured, accounting to the GRANTEE to promptly and fully comply with the agreements, stipulations, conditions and covenants set forth in said NOTE and may pay the same, without waiving or affecting the option to foreclose or any other right hereunder.

If any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every agreement, stipulations, conditions and covenants of said NOTE are not fully performed, complied with and abided by, then the entire sum mentioned in said NOTE, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the GRANTOR, become due and payable, anything in said NOTE or herein to the contrary notwithstanding. Failure by the GRANTOR not to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said NOTE accrued or thereafter accruing.

This NOTE may be satisfied and be released by the GRANTOR on the 13th day of August 2030. The anniversary date shall be the First Day of Month, in each year from the date which the grant was issued.

The GRANTEE, agrees that if during the appropriate period (*15 years for grant amounts less than \$35,000 and 30 years for grant amounts of \$35,000 to \$75,000*), Grantee sells, or transfers the property, except to pay for major health care expenses or by inheritance at death, then the GRANTEE shall repay to the City the full grant award. The GRANTOR shall determine on a case-by-case basis whether "major" health care expenses have been incurred by the GRANTEE.

During the term of this NOTE the GRANTEE shall make no payments of principal, provided however, that if the GRANTEE shall be in default of any of the terms or conditions of this lien, then the full grant award shall become immediately due and payable upon demand of the GRANTOR.

Any subordination of this NOTE to additional liens or encumbrances of the assignee or successor to the GRANTEE shall be only upon written consent of the GRANTOR. Such additional liens and encumbrances shall extend to and include any contract for deed, land contract or other agreement between the GRANTEE and his/her/their assignee or successor. Such consent to subordinate shall not be unreasonably withheld so long as the GRANTOR has the necessary assurance, considered acceptable to the GRANTOR, that the provisions of this lien remain enforceable and are adequately secured by the PROPERTY.

To ensure and protect its rights in the NOTE and the PROPERTY, the GRANTOR shall have the right of access and inspection of the PROPERTY at reasonable times and with reasonable notice to the GRANTEE.

The GRANTEE, or his/her/their personal representative in the event of the death of the GRANTEE, shall notify the GRANTOR of any change in the GRANTEE's name and address, or of any proposed successor or assignee if the GRANTEE.

In the event of default and/or non-payment of any balance due by the GRANTEE, the GRANTOR may take such measures as may be lawful to it for the recovery of the indebtedness, including, but not limited to, foreclosure and sale of the GRANTEE's rights in the PROPERTY and/or the assignment of profits from the PROPERTY.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice of protest and dishonor and agrees to pay all costs including reasonable attorney's fee, whether suit be brought or not, if, after maturity of this NOTE or default hereunder, or under said lien, counsel shall be employed to collect this note or to protect the security of said lien.

Upon satisfactory completion of all terms and conditions of this NOTE by the GRANTEE or upon payment of any and all balances due, the GRANTEE shall be entitled to a release and satisfaction of this lien by the GRANTOR.

**CITY OF DELRAY BEACH
STATE HOUSING INITIATIVES PARTNERSHIP
PROMISSORY NOTE**

This NOTE has been made and delivered in the State of Florida, and this NOTE shall be construed in accordance with the laws of the State of Florida.

Any notice of one party to the other shall be in writing to the parties as follows:

Grantor: Neighborhood Services Division
City of Delray Beach
100 Northwest 1st Avenue
Delray Beach, Florida 33444
(561) 243-7280

Grantee: Eric Jeffery Bennett
2115 SW 13th Street
Delray Beach, FL 33445

The terms and conditions of this NOTE are mutually binding on the GRANTOR and GRANTEE until such time as the NOTE is satisfied by the GRANTEE and released by the GRANTOR.

Grantee: Eric Bennett
Eric Bennett
Print Name

Grantee: _____

Print Name

STATE OF Florida COUNTY OF Broward
The foregoing instrument was acknowledged before me, Eric Jeffrey Bennett ^{Q.B.} Jodi Brandeis
this 14 day of August, 2015, by Eric Jeffrey
Bennett, who personally appeared (known) to me or who has produced
FFL, # _____ as identification and who did not take an oath.

Jodi Brandeis
Signature of Person Taking Acknowledgement
(Notary)

FF044914
Stamp and Serial No.

Jodi Brandeis
Name Typed, Printed or Stamped (Notary)

Seal

