

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

THIS IS A ***FORGIVABLE MORTGAGE*** AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY SHALL BE NO MORE THAN \$ **75,000.00**, 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.

(Space Above This Line For Recording Data)
THIS MORTGAGE DEED

Executed the XX day of May 2024, by Watson Joachin and Nachcar Fleurinat, a married couple whose address is 102 NW 13th Avenue Delray Beach, FL 33444, hereinafter called the Mortgagor, to the **CITY OF DELRAY BEACH, a Florida municipal corporation**, 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 12, of A.J. Johnson Subdivision, according to the Plat thereof, as recorded in Plat Book 20, Page 57, of the Public Records of Palm Beach County, Florida, together with a leasehold interest in the land pursuant to a 99-year ground lease of even date.

PCN # 12-43-46-17-37-000-0120

THIS SECOND MORTGAGE is expressly made subject to and subordinate to the terms and conditions of the First Mortgage from mortgagor XXXX, its successors and/or assigns, as their interest may appear (the "First Lender"), in the original principal amount of \$ XXX, xx, dated May xx, 2024.

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

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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 Name of Lender and address, its successors and/or assigns, as their interest may appear, in the original principal amount of \$ XXX 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 consents 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.

THE MORTGAGEE consents 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 Mortgagor'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 Mortgagor or a related entity or person to the Mortgagor), 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 agreement, stipulation, condition and covenant 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, this Mortgage, or either, the Mortgagee may pay the same, without waving 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 of the agreements, conditions, and covenants of said note, 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 wavier of any rights or options under said note or this Mortgage accrued or thereafter accruing.

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

Signature of Mortgagor

Print Name and address

Print Name and address

Signature of Witness

Signature of Witness

Print Name

Print Name

Print Address

Print Address

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by Watson Joachin (name of person acknowledging).

Personally known ___ OR Produced Identification

Type of Identification Produced _____

Notary Public – State of Florida

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by Nachcar Fleurinat (name of person acknowledging).

Personally known ___ OR Produced Identification

Type of Identification Produced _____

Notary Public – State of Florida