

Meeting Date: November 10, 2015

Agenda Item: 11

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO JERRY POWELL AND SHIRLEY POWELL, HUSBAND AND WIFE, PROVIDING AN EFFECTIVE DATE

**Summary of Purpose and Why:**

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$15,000 in SHIP First Time Homebuyer funds loaned to Jerry and Shirley Powell in 2006. The City will be paid \$2,308.62 to satisfy its lien. The property is under short sale contract for \$34,700.00.

The present First Mortgage holder, Bank of America, has agreed to accept \$27,229.76 in satisfaction of the loan's \$176,922.61 face value. Mr. and Mrs. Powell will not receive any sale proceeds.

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo, Director Ext. 4656
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: SHIP Funds in the amount of \$15,000

DEPARTMENTAL COORDINATION

OHUI  
City Attorney  
Finance

11/13/15  
11/2/15

DEPARTMENTAL RECOMMENDATION

Approval  
Approval

DEPARTMENTAL HEAD SIGNATURE

[Signature]  
S. Sible

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 <sup>st</sup> Reading _____	1 <sup>st</sup> Reading _____	Results: _____
2 <sup>nd</sup> Reading _____	_____	Results: _____

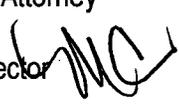


**City of Pompano Beach  
Office of Housing and Urban Improvement**

Memorandum No. 16-012

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**MEMORANDUM**

DATE: October 22, 2015  
TO: Dennis Beach, City Manager  
THROUGH: Mark Berman, City Attorney  
FROM: Miriam Carrillo, Director   
RE: **Agenda Item - Approval for Short Sale Satisfaction of Mortgage  
Jerry Powell -3031 NW 4<sup>th</sup> Street**

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This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$15,000 in SHIP First Time Homebuyer funds loaned to Jerry and Shirley Powell in 2006. The City will be paid \$2,308.62 to satisfy its lien. The property is under short sale contract for \$34,700.00.

The present First Mortgage holder, Bank of America, has agreed to accept \$27,229.76 in satisfaction of the loan's \$176,922.61 loan's face value. Mr. and Mrs. Powell will not receive any sale proceeds.

Please present the attached Resolution and Satisfaction of Mortgage to the City Commission on November 10, 2015 for approval.

Thank you.

Attachments: Resolution  
Satisfaction of Mortgage  
HUD-1  
Mortgage Deed

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A FIRST TIME HOMEBUYER LOAN GIVEN BY THE CITY OF POMPANO BEACH TO JERRY POWELL AND SHIRLEY POWELL, HUSBAND AND WIFE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Satisfaction of Mortgage pertaining to a First Time Homebuyer Loan given by the City of Pompano Beach, a copy of which satisfaction is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Satisfaction of Mortgage.

**SECTION 3.** That Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

**THIS INSTRUMENT PREPARED BY:**

Office of Housing and Urban Improvement  
City of Pompano Beach  
P. O. Box 1300  
Pompano Beach, Florida 33061

**SATISFACTION OF MORTGAGE**

The **CITY OF POMPANO BEACH**, located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, the undersigned owner and holder of a certain mortgage deed and of the indebtedness secured by it, made by **JERRY POWELL and SHIRLEY POWELL**, husband and wife, of 3031 NW 4<sup>th</sup> Street, Pompano Beach, Florida 33069, to the **CITY OF POMPANO BEACH** for Fifteen Thousand and 00/100 Dollars (\$15,000.00) dated October 6, 2006 and recorded in Official Records Book 42979, Pages 1996-1999, of the Public Records of Broward County, Florida, the property situate in Broward County, Florida, described as follows, to-wit:

**33-48-42 W 50 of E 335 of S 1/5 of SE ¼ of NW ¼ of NW ¼ of SW ¼ LESS S 25 AKA 938 CC**

**a/k/a 3031 NW 4<sup>th</sup> Street  
Pompano Beach, Florida, 33069**

does acknowledge by and through its undersigned officials that the above-described indebtedness has been satisfied, and by this instrument does cancel the above-described mortgage and the indebtedness secured by said mortgage.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_

Dennis Beach  
CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As to Form:

\_\_\_\_\_  
MARK BERMAN  
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER, as Mayor, DENNIS BEACH, as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**Bank of America**



**Home Loans**

Payoff Department, Mail Stop NC4-105-01-40  
4161 Piedmont Pkwy  
Greensboro, NC 27410-8110

**From:** Name: THOLT3  
**To:** Name: William Jones  
Fax Number: 1-954-671-6367

**Number of pages including this cover page:** 4  
**Date and time of transmission:** October 16, 2015

**IMPORTANT MESSAGE REGARDING PROPERTY LOCATED AT:**

3031 Nw 4th St

The following pages contain the requested payoff information and instructions.

In an effort to expedite and more efficiently process your payoff request, please follow the four easy steps below:

1. Write the loan number and borrower's name or property address on the check (ex. XXXX-X, Smith)
2. Place the payoff check on top of any accompanying support documents.
3. Do not staple the actual check to any accompanying support documents.
4. All correspondence and requests for **release documents** should be sent to:

Customer Service  
CA6-919-01-41  
PO Box 5170  
Simi Valley, CA 93062-5170

**Do NOT send payoff funds to this address.**

If there is an error with this transmission, or it is incomplete, please call 1-800-669-6607 for assistance.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. THANK YOU.

**Bank of America**



Home Loans  
 Payoff Department, Mail Stop NC4-105-01-40  
 4161 Piedmont Pkwy  
 Greensboro, NC 27410-8110

**PAYOFF STATEMENT**

**Good Through Date and/or  
 Proposed Closing Date  
 November 13, 2015**

Statement Date  
 October 14, 2015

**Bank of America, N.A.**  
 Loan No.: **872323486-3**

WILLIAM JONES  
 N/A  
 N/A  
 N/A, FL 99999

**Name & Property Address:**  
 Jerry Powell  
 3031 Nw 4th St  
 Pompano Beach, FL 33069

Faxed to: 1-954-671-6367

Escrow # X

(CONV)

**PAYOFF CALCULATION**

Principal Balance as of 11/01/2010	\$108,178.36
Interest from 11/01/2010 to 11/13/2015	34,028.08
County Recording Fee	10.00
Other Amounts Due <sup>2</sup>	8,751.00
Additional Fees and Costs <sup>3</sup>	1,965.00
Escrow Balance Due	23,990.17
<b>Total Amount Required to Release Lien (As of November 13, 2015)</b>	<b>\$176,922.61</b>

<sup>2</sup> Other Amounts Due details can be found in the "Other Amounts Due" table below.

<sup>3</sup> Additional Fees and Costs details can be found in the "Additional Fees and Costs" table below.

*Amended Payoff Statements are sent automatically if the total amount due increases before NOVEMBER 13, 2015.*

**INTEREST CALCULATIONS**

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

**Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this payoff statement applies. Amended payoff statements are sent automatically if the total amount due increases before November 13, 2015.**

Daily Interest <sup>1</sup>	From	To	Interest Rate
18.5236	11/01/2015	11/13/2015	6.2500

<sup>1</sup>Daily Interest = Principal Balance x Interest Rate ÷ 365

**PAYOFF INSTRUCTIONS**

Payoff funds must be made payable to **Bank of America, N.A.** and will be accepted by **wire or certified funds only**. They must reference the **Bank of America, N.A. loan number, property address and borrower's name** in the Originator Beneficiary Information (OBI) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Certified Funds received after 2:00 p.m. Central Time may be posted the following business day, with the appropriate effective date.

**Send Wire Funds to:**  
 Beneficiary Bank: Bank of America  
 ABA Routing #: 0260-0959-3  
 Beneficiary Acct Name: MRC  
 MRC Account #12356-19173  
 Reference: Jerry Powell  
 Loan Number: 872323486-3

**Mail Certified Funds to:**  
 Bank of America  
 Attention: Payoff Department, Mail Stop TX1-160-06-19  
 1950 N Stemmons Fwy, Suite 6020, Dallas InfoMart  
 Dallas TX 75207

**Please do not send certified funds to the wire funds instructions above as certified funds must be processed in our Payoff Department.**

**Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.**

Bank of America, N.A. is required by law to inform you that it is a debt collector. If you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt or demand a payment. If you are represented by an attorney, please provide this notice to your attorney.

See following page for important information.

Bank of America, N.A.  
Loan No: 872323486-3

Statement Date:  
October 14, 2015

Statement Void After:  
November 13, 2015

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	County Tax	11/12/2014	1,003.02	11/01/2015
	Hzd:Allstate Insurance CO	06/26/2015	596.00	07/30/2016
	Hzd:Lender Placed Insurance	01/26/2015	3,493.00	01/23/2016

#### OTHER AMOUNTS DUE DETAILS TABLE<sup>2</sup>

Itemized Fee Description	Total by Itemized Fee Description
Attorney/Trustee Fee	3730.00
Property Inspection	450.00
Title Fee	985.00
Sheriff's Fee	70.00
Advertising Cost	850.00
Court Clerk Fee	70.00
Court Cost	750.00
Court Filing Fee	1006.00
Foreclosure Fee-Skip Trace	90.00
Process Server	750.00
<b>Total Other Amounts Due</b>	<b>\$8,751.00</b>

**Other Amounts Due Credit Balance** - Due to the occasional timing differences between when transactions are posted to your account and when the payoff statement is generated, a credit may appear on your statement. This credit may or may not be due to you as additional transactions may be posted to your account that will offset this credit. Any such overpayment will be refunded within the required 20 days after the loan is paid in full, if applicable.

#### ADDITIONAL FEES AND COSTS DETAILS TABLE<sup>3</sup>

Itemized Fee Description	Total by Itemized Fee Description
Foreclosure Cost	715.00
Foreclosure Attorney Fees	1250.00
<b>Total Additional Fees and Costs</b>	<b>\$1,965.00</b>

#### PAYOFF OVERAGES

If Bank of America, N.A. receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 20 business days after payoff and return the excess amount to you. **If an address change is being submitted on behalf of the borrower, the form must be signed by the borrower for the address change to take effect.**

#### BANKRUPTCY DISCHARGE

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

#### HOMESAVER ADVANCE (HSA) NOTES

For borrowers with a HomeSaver (HSA) Note, please refer to these specific disclosures:

- The HSA note is due and payable in full in the event of a sale or transfer of ownership of the property;
- Payoff of the HSA note is not required to release the first-lien mortgage loan; and
- The HSA note must continue to be paid in the event of a refinance.

<b>Bank of America, N.A.</b> <b>Loan No: 872323486-3</b>	<b>Statement Date:</b> <b>October 14, 2015</b>	<b>Statement Void After:</b> <b>November 13, 2015</b>
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**IF YOUR LOAN HAS BEEN MODIFIED UNDER THE HAMP PROGRAM:**

Please note that certain modification agreements included a "principal reduction" component, which means that the principal balance of the loan may be reduced if it remained in "good standing" (i.e., less than three months delinquent) at all times during the first three years after the date of the modification (or a proportionate amount for each yearly period of good standing). If: (I) your modification agreement included a principal reduction component and (II) you maintained good standing as required under the terms of your modification agreement, your payoff balance has been adjusted to reflect the reduced principal amount you are entitled to. If your payment status changes before the expiration of this payoff statement, and you are no longer in good standing, you will no longer be qualified to receive all of or a portion of the principal reduction amount we have credited you for and your payoff amount will increase. If this occurs, please call us at the number below for an updated payoff figure. After this payoff statement expires, please be sure to request an updated payoff statement. If you have questions, please review the terms of your modification agreement or contact us at 1-800-451-6362.

**ADDITIONAL INFORMATION**

**The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:**

- We may not have posted a recently submitted payment; **Note:** Please **do not** place a stop payment on any check.
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to Bank of America, N.A.;
- Late charges may be assessed for delinquent payments received after: 10/16/2015;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

**Bank of America**



**Home Loans**

TX2-979-01-19  
4500 Amon Carter Blvd  
Fort Worth, TX 76155

**Date:**  
October 8, 2015

**Account No.:**  
872323486

JERRY POWELL  
3749 Pineville School Rd  
Bennettsville, SC 29512

**Property Address:**  
3031 NW 4TH ST  
POMPANO BEACH, FL 33069

### **Important next steps to complete your short sale**

**This package includes the next steps to complete your short sale.**

We are pleased to approve the short sale offer submitted to us on the above property. Please read this letter carefully because it includes important information that you need to understand in order to successfully complete the short sale. If you are currently in an active bankruptcy proceeding, please consult with your bankruptcy attorney about how a short sale could affect your bankruptcy case. Please note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.

1. Read thoroughly and make sure you understand all of the conditions of the short sale.
2. Sign and review closing documents outlined in the letter.
3. If you have any questions, call Short Sale Customer Care at 1.800.669.6650

### **What this means to you**

- Bank of America N.A. and/or the investor on your loan and/or any mortgage insurer/guarantor of your mortgage loan, if applicable, approve the short sale of your property. This approval is only for the offer from the buyer referenced in this letter. You must provide a copy of this letter to the escrow and/or title agent who is handling the closing on the property, because we will not issue any additional statements.
- A short sale allows you to sell the property at fair market value, even if it's less than what you owe on the mortgage. When you sell your property for less than what you owe, a deficiency is created. A deficiency is the remaining balance between what you owe on the mortgage loan minus the amount received from the sale and any final payment that you must make before completing the short sale.
- Bank of America N.A. and/or the investor and/or any insurer/guarantor of your mortgage loan, if applicable, will accept less than the amount owed on your current mortgage and release you from any further responsibility for your outstanding mortgage balance
- If any portion of the deficiency is forgiven, you will not be required to repay this amount, and it will not be sold or transferred later to a third-party debt collector or debt buyer for collection.
- As required by law, we will report the forgiven debt to the IRS based on the estimates below. These estimates represent the amount of deficiency debt that will be waived upon completion of the short sale and reported to the IRS for each of the listed loans. This may increase your income taxes and certain tax exemptions might apply. We encourage you to seek the advice of a tax professional. You can also find more information at [www.irs.gov](http://www.irs.gov).

C3\_12488\_111914

The estimated amount of debt that will be waived on your Bank of America 1 <sup>st</sup> lien loan is:	\$80948.60
The estimated amount of debt that will be waived on your Bank of America 2 <sup>nd</sup> lien loan is:	\$0.00
The estimated total amount of debt that will be waived and reported to the IRS	\$80,948.60

- To the extent permitted by law, we will report the current status of your loan to the major credit reporting agencies. For more information on credit, please visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtml>.

### Terms and conditions of the short sale approval

Detailed below are the conditions of this approval, along with necessary next steps that you must complete by the stated dates and timeframes. Please read all the information carefully. If you have any questions, please contact your (or have your attorney contact) Customer Relationship Manager at 1.800.669.6650, Monday through Friday 8 a.m. To 5 p.m. Local time.

- The sale and closing must comply with all terms and conditions of the short sale agreement between you and us, as well as all terms and representations that you must provide.
- Any change to the terms and representations contained in this Request for Approval of Short Sale or the sales contract between you and the buyer must be approved by the servicer in writing. The servicer is under no obligation to approve such changes.
- A HUD-1 Settlement Statement, which will be signed by you and the buyer at closing, must be provided to the servicer no later than one business day before the "Closing Date" of 11/16/2015.
- If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the bankruptcy court and provide that to Bank of America N.A. no later than three business days before the Closing Date of 11/16/2015.

**Closing must take place and the appropriate amount of sales proceeds must be wired and received by 11/16/2015. If funds are not received by 11/16/2015, this approval is void.** By this date, we must also receive the final Settlement Statement, all of the other final approved documents, and no less than the full amount of short sale proceeds specified below. If an extension is requested and/or approved, then per diem interest will be charged through the date of actual closing. You may also incur postponement and extension fees, to the extent allowed by applicable law. You will be responsible for any additional costs or fees over the stated approved amounts. Please be advised that any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.

- This short sale approval is exclusive to the offer from the buyer referenced here: The approved buyer(s) is/are Annie Mamin LLC, and the sales price for the property is \$34700.00.
- Another buyer cannot be substituted without the prior written approval of Bank of America N.A. Furthermore, the buyer may not alter the capacity in which they will take title. For example, a buyer may not enter into a contract to purchase a property and then amend the contract to purchase the property as trustee for a trust or any other legal entity.
- Closing costs have been negotiated and agreed upon with the authorized agent as of 10/08/15.
  - Total Closing Costs not to exceed \$7470.24
  - Maximum commission paid \$2082.00
  - Maximum allowed to the subordinate lien holder \$0.00, subject to \$6,000 maximum.
  - Maximum allowed for Homeowners Association (HOA) liens \$0.00 (if applicable).
  - Maximum allowed for repairs \$0.00 (if applicable).
  - Maximum allowed for termite inspection \$0.00 (if applicable).
  - Maximum allowed for termite repairs \$0.00 (if applicable).
- Please be aware that any additional fees that were not approved on 10/08/15 will not be covered by Bank of

America, N.A. and become the sole responsibility of the agent, the buyer or the seller to pay at closing. The total closing costs approved is \$7470.24.

	<b>1<sup>st</sup> Lien Loan Number</b>	<b>2<sup>nd</sup> Lien Loan Number</b>
	872323486	
<b>Net Proceeds from Sale</b>	\$27229.76	\$0.00
<b>Cash Contribution</b>	\$0.00	\$0.00
<b>Total Proceeds to Bank of America on HUD</b>	\$27,229.76	\$0.00
<b>Promissory Note</b>	\$0.00	\$0.00

You will not receive any proceeds from this short sale transaction aside from any relocation assistance, if applicable, outlined in this letter,. If there are any remaining escrow funds or refunds, they will not be returned to you; they will be sent to Bank of America N.A. to offset the loss.

- The enclosed Assignment of Unearned Premium Refund form is to be completed and emailed along with the final Settlement Statement. To ensure the privacy and protection of your information, please call us (or have your attorney call us) at 1.800.669.6650, or contact your Bank of America N.A. representative to learn how you can securely email confidential information to us.
- If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America N.A. will have the right to keep the proceeds and apply them toward the outstanding mortgage debt after the short sale. Similarly, we would have the right to claim the proceeds to offset our losses if they were not previously disclosed and were sent directly to the borrower.
- The property is being sold in an "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless otherwise stated.
- The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; rather, they will be utilized by Bank of America N.A. toward payment of the outstanding mortgage obligation, as permitted by applicable law. If the Assignment of Unearned Premium Refund form is enclosed, complete and upload it to the short sale processing system along with the final Settlement Statement.
- The enclosed Important Notice to You Regarding Income Tax Reporting is to be completed and uploaded to the short sale processing system along with the final Settlement Statement.
- The escrow and/or title agent handling the closing on the property must send a completed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting (enclosed) along with the final Settlement Statement by uploading to short Sale System 72 hours before closing.
- There must not be any liens or claims other than those recognized and accounted for in the HUD-1 approval, on which this approval is based. Prior to releasing any funds to holders of subordinate liens/mortgages, the closing agent must obtain a written commitment from the subordinate lien holder that it will release the borrower from all claims and liability relating to the subordinate lien in exchange for receiving the agreed upon payoff amount. Subordinate lien holders may not require contributions from either the real estate agent or borrower as a condition of releasing the lien and releasing the borrower from personal liability.
- There are to be no transfers of property within 30 days of the closing of this transaction. If the escrow and/or title agent handling the closing is aware of any agreement whereby the buyer is to transfer title or possession of the property to any entity, including the borrower or a third party, the closing agent must

- obtain the prior written approval of Bank of America N.A.
- The deed transferring the mortgaged property to the buyer must contain the following provision: "Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, grantee is further prohibited from conveying the property for a sales price greater than 120% of short sale price until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee."
  - Bank of America N.A. does not charge the borrower for statement, demand, recording, and reconveyance (release of lien) fees on short payoff transactions. These should not be included in your settlement statement. Bank of America N.A. prepares and records its own release of lien.
  - Bank of America N.A. requires this short sale transaction transferring ownership to the buyer named herein to be immediately recorded in public record within the applicable county where the property is located on the date which the transaction is consummated.
  - If the closing is delayed and the Investor/Insurer agrees to an extension of the original closing date, to the extent permitted by law, the borrower(s)/seller(s) may be responsible for any daily fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. To the extent permitted by law, the borrower(s)/seller(s) will be responsible for any additional costs or fees over the stated approved amounts.
  - During the short sale process, servicing for this loan may be transferred to a different loan servicer. Servicing refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. We may assign, sell, or transfer the servicing of your loan while the loan is outstanding. You will be given advance notice before a transfer occurs. Depending on the status of the short sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of a short sale.
  - If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.
  - If you are currently in an active bankruptcy proceeding, please consult with your attorney about how a short sale could affect your mortgage and your bankruptcy case. If your bankruptcy plan requires you to submit monthly mortgage payments to a Trustee, please note that all funds received from the Trustee during the short sale review, closing, and court approval process will be applied to the outstanding mortgage obligation pursuant to the terms of your bankruptcy plan. Please also note that any final agreement is contingent upon bankruptcy court approval and may require amendment of your bankruptcy plan.
  - We may terminate this agreement at any time if we have evidence of:
    - Any fraud, misrepresentation, and/or material omission;
    - A material change to the terms of the short sale transaction or a different buyer; or
    - The transaction does not comply with our requirements, policies, or procedures.
    - Fraud Prevention: Bank of America N.A. is committed to taking the strongest action, including criminal referrals, against parties who, by their acts, victimize the selling homeowner, create an increased risk of loss to the bank, compromise federal foreclosure relief programs, or are acting outside their applicable licensing requirements of good, ethical conduct. Any party is encouraged to report any suspicious activity on this transaction to Bank of America's mortgage fraud hotline at [mortgagefraudhotline@bankofamerica.com](mailto:mortgagefraudhotline@bankofamerica.com).

**We strongly discourage you from sending personal information via email unless it is sent through a secure, encrypted method. Unencrypted emails are at risk of being intercepted or seen by unauthorized parties. In order to learn more about how to send your information to us securely, please call me (or have your attorney call me) to assist you with this process. Please note that Bank of America N.A. will not solicit you to send confidential information to us via email.**

By signing below, I hereby acknowledge and agree to the terms stated in this letter agreement and understand that after the short payoff proceeds are applied to my loan balance, I will remain responsible for the unpaid balance, unless agreed otherwise or prohibited by law. I also acknowledge that the status of my loan will be reported to the major credit reporting agencies as "paid in full for less than the full balance.

\_\_\_\_ Seller Initials    \_\_\_\_ Seller Initials."    \_\_\_\_ Seller Initials    \_\_\_\_ Seller Initials

**Important instructions for the seller and agent**

1. Please complete the enclosed Assignment of Unearned Premium and Important Notice Regarding Income Tax Reporting and provide this information to your closing agent.
2. **The closing agent must upload a certified copy of the final estimated settlement statement to the short sale processing system 72 business hours prior to closing. You cannot close without final approval of the closing costs.**
3. Payoff funds must be wired (unless otherwise specified) and must be received **within 48 business hours of the HUD-1 settlement date**, per the instructions below.

Bank of America, N.A.  
275 Valencia Avenue  
Brea, CA 92823  
MRC Acct # 12357-47067  
ABA 026-009-593

**Reference loan#:** 872323486  
**JERRY POWELL**  
**Property Address:** 3031 NW 4TH ST POMPANO BEACH, FL 33069

Please note: Wire transfers must include the loan number, borrower's name and property address. **If the funds cannot be properly identified, they will be returned.**

We will record a lien release once the final transfer of title of the property is completed, if all of the terms and conditions of this approval are met Bank of America, N.A. appreciates all your efforts and cooperation in this matter. If you feel there is additional information you would like to provide, or if you need additional information, please call or have your attorney call your Customer Relationship Manager at 1.800.669.6650. Please continue to work closely with your real estate agent to finalize your short sale.

---

JUSTIN BROWN 1.800.669.6650  
Home Loan Team  
Bank of America N.A.

Bank of America, N.A.:

---

Printed Name of Servicer Representative

---

Title

---

Signature of Servicer Representative

---

Date

---

Borrower Printed Name

---

Co-Borrower Printed Name

---

Borrower Signature

---

Co-Borrower Signature

---

Date

---

Date

\_\_\_\_\_  
Co-Borrower Printed Name

\_\_\_\_\_  
Co-Borrower Printed Name

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Notices of error, requests for information and qualified written requests (QWR, as defined in RESPA) must be sent to:

Bank of America  
Attn: Notice of Error & Request for Information  
P.O. Box 942019  
Simi Valley, CA 93094-2019

Bank of America N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 1.877.345.0693. From outside the U.S., please call us at 1.817.245.4094. Both numbers are available 24 hours a day, 7 days a week. Homeowner counseling is also available at agencies such as Military OneSource at [militaryonesource.mil](http://militaryonesource.mil) or 1.800.342.9647 and Armed Forces Legal Assistance at [legalassistance.law.af.mil](http://legalassistance.law.af.mil), and through HUD-approved housing counseling agencies, which you can find at [hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm).

**Trabajemos juntos**

Hay ayuda disponible para los propietarios de habla hispana que tienen dificultades para pagar. Haremos todo lo posible por encontrar una solución para ayudarlo. Si usted tiene alguna pregunta y prefiere recibir asistencia en español, por favor llame al 1.800.669.6650.

**Important Notice to Seller Regarding Income Tax Reporting**

To provide you with the total interest you paid on your mortgage and/or reported to the IRS at year-end, Bank of America N.A. will need your new mailing address. Please complete the information below.

872323486  
JERRY POWELL

**Current Mailing Address:**

3749 Pineville School Rd  
Bennettsville, SC 29512

**New Mailing Address:**

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Assignment of unearned premium refund**

A short sale was completed on the property: 3031 NW 4TH ST POMPANO BEACH, FL 33069. The transaction closed on \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_.

I/We, the insured, hereby request cancellation of our hazard insurance (e.g. homeowners, flood, hail, windstorm, etc.) effective on the closing date. Please refund the unearned portion of the premium directly to:

Bank of America, N.A.  
TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft Worth, TX 76155  
REFERENCE Account No: 872323486

I/We, the insured, hereby relinquish any claim to these funds.

\_\_\_\_\_  
Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed

\_\_\_\_\_  
Co-Borrower Signature Date Signed

## INSTRUCTIONS

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### **Short Sale Affidavit**

The borrower, purchaser, and all parties involved in the transaction must sign and date a Short Sale Affidavit (Form 191) at the time of the closing confirming that the transaction is an arm's-length transaction with all proceeds (net of allowable transaction costs as described in Servicing Guide Announcement SVC-2012-19: Standard Short Sale/HAGA II and Deed-in-Lieu of Foreclosure Requirements) applied to the mortgage loan payoff in full satisfaction of the entire first-lien mortgage debt. An arm's-length transaction is a transaction between parties who are unrelated and unaffiliated by family, marriage, or commercial enterprise. The servicer may allow the borrower, purchaser, and all parties involved to sign individually on separate copies of the short sale affidavit. In addition, the servicer must retain the original signed short sale affidavit(s) in the mortgage loan servicing file.

**SHORT SALE AFFIDAVIT**

**Servicer:** \_\_\_\_\_

**Servicer Loan Number:** \_\_\_\_\_

**Address of Property:** \_\_\_\_\_

**Date of Purchase Contract:**  
\_\_\_\_/\_\_\_\_/\_\_\_\_

**Investor:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Seller's Agent/Listing Agent:**  
\_\_\_\_\_

**Buyer's Agent:**  
\_\_\_\_\_

**Escrow Closing Agent:**  
\_\_\_\_\_

**Transaction Facilitator (if applicable):**  
\_\_\_\_\_

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise;
- (b) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Sellers(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (c) Neither the Sellers(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the HUD-1 Settlement Statement;
- (d) The Seller's Listing Agent has presented all offers for the purchase of the Property to the Borrower and no offers have been held, concealed or delayed due to action or inaction by any Agent.
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (f) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (g) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (h) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (i) This Affidavit and all representations, warranties and statements made herein will survive the closing of the

short sale transaction; and

(j) Each signatory understands that a misrepresentation may subject the person making the misrepresentation to civil and/or criminal liability.

<sup>1</sup>As of August 1, 2014, this attestation is a mandatory requirement as stated in SVC-2014-09: Updates to Short Sale and Mortgage Release™



IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Seller's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Seller's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Buyer's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Buyer's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Seller's Agent/Listing Agent's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Escrow Closing Agent's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Buyer's Agent's Signature)** By: \_\_\_\_\_

IN WITNESS WHEREOF, I have subscribed my name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Transaction Facilitator's Signature (if applicable))** By: \_\_\_\_\_

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UNIFORM BORROWER ASSISTANCE FORM

If you are experiencing a temporary or long-term hardship and need help, you must complete and submit this form along with other required documentation to be considered for available solutions. On this page, you must disclose information about (1) you and your intentions to either keep or transition out of your home; (2) the property's status; (3) bankruptcy; and (4) your credit counseling agency.

On Page 2, you must disclose information about all of your income, expenses and assets. Page 2 also lists the required income documentation that you must submit in support of your request for assistance. Then on Page 3, you must complete the Hardship Affidavit in which you disclose the nature of your hardship. The Hardship Affidavit informs you of the required documentation that you must submit in support of your hardship claim.

**NOTICE:** In addition, when you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this Borrower Assistance Form is accurate and truthful and any identified hardship has contributed to your submission of this request for mortgage relief.

**REMINDER:** The Borrower Response Package you need to return consists of: (1) this completed, signed and dated Borrower Assistance Form; (2) completed and signed IRS Form 4506T-EZ (4506T for self-employed borrowers or borrowers with rental income); (3) required income documentation; and (4) required hardship documentation.

Loan Number 072323486 (usually found on your monthly mortgage statement)  
 Servicer's Name BOA

I want to:  Keep the Property  Vacate the Property  Sell the Property  Undecided

The property is currently:  My Primary Residence  A Second Home  An Investment Property

The property is currently:  Owner Occupied  Renter Occupied  Vacant

**BORROWER**

**CO-BORROWER**

BORROWER'S NAME Jerry Powell

CO-BORROWER'S NAME

SOCIAL SECURITY NUMBER 263-51-8574

DATE OF BIRTH 4-27-1960

SOCIAL SECURITY NUMBER

DATE OF BIRTH

HOME PHONE NUMBER WITH AREA CODE 849-479-7229

HOME PHONE NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

CELL OR WORK NUMBER WITH AREA CODE

MAILING ADDRESS

3031 NW 4th Pompano Bch FL 33069

PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)

same

EMAIL ADDRESS

Is the property listed for sale?  Yes  No

If yes, what was the listing date? 2-16-15

If property has been listed for sale, have you received an offer on the property?  Yes  No

Date of offer: 2/27/15 Amount of Offer: \$15,700

Agent's Name: DR BOALTY

Agent's Phone Number: 954-678-0789

For Sale by Owner?  Yes  No

Have you contacted a credit counseling agency for help?

Yes  No

If yes, please complete the counselor contact information below:

Counselor's Name: \_\_\_\_\_

Agency's Name: \_\_\_\_\_

Counselor's Phone Number: \_\_\_\_\_

Counselor's Email Address: \_\_\_\_\_

Do you have condominium or homeowner association (HOA) fees?  Yes  No

Total monthly amount: \$ \_\_\_\_\_

Name and address that fees are paid to: \_\_\_\_\_

Have you filed for bankruptcy?  Yes  No If yes:  Chapter 7  Chapter 11  Chapter 12  Chapter 13

If yes, what is the filing Date: \_\_\_\_\_ Has your bankruptcy been discharged?  Yes  No Bankruptcy case number: \_\_\_\_\_

Is any Borrower an active duty service member?

Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order?

Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death?

Yes  No

Yes  No

Yes  No

Monthly Household Income	Monthly Household Expenses and Debt Payments	Household Assets (associated with the property and/or borrower(s) including retirement funds)
Gross wages \$1410.00	First Mortgage Payment \$604	Checking Accounts \$
Overtime \$	Second Mortgage Payment \$204	Checking Accounts \$
Child Support / Alimony* \$	Homeowner's Insurance \$	Savings / Money Market \$
Non-taxable social security/SSDI \$	Property Taxes \$	CDs \$
Taxable SS benefits or other monthly income from annuities or retirement plans \$	Credit Cards / Installment Loan(s) (total minimum payment per month) \$250.00	Stocks / Bonds \$
Tips, commissions, bonus and self-employed income \$	Alimony, child support payments \$	Other Cash on Hand \$
Rents Received \$	Car Lease Payments \$419.00	Other Real Estate (estimated value) \$
Unemployment Income \$	HOA/Condo Fees/Property Maintenance \$	Other \$
Food Stamp/Welfare \$	Mortgage Payments on other properties \$	
Other \$	Other Fed/Int/Loan/Car/Tras \$1592.00	
Total (Gross Income) \$0	Total Household Expenses and Debt Payments \$0	Total Assets \$0
Any other liens (mortgage liens, mechanics liens, tax liens, etc.)		
Lien Holder's Name Balance and Interest Rate		Lien Number
		Lien Holder's Phone Number

**Do you earn a salary or hourly wage?**  
 For each borrower who is a salaried employee or paid by the hour, include paystub(s) reflecting the most recent 30 days' or four weeks' earnings and documentation reflecting year-to-date earnings, if not reported on the paystubs (e.g. signed letter or printout from employer).

**Are you self-employed?**  
 For each borrower who receives self-employed income, include a complete, signed individual federal income tax return and, as applicable, the business tax return; AND either the most recent signed and dated quarterly or year-to-date profit/loss statement that reflects activity for the most recent three months; OR copies of bank statements for the business account for the last two months evidencing continuation of business activity.

**Do you have any additional sources of income? Provide for each borrower as applicable:**  
 "Other Earned Income" such as bonuses, commissions, housing allowance, tips, or overtime:  
 Reliable third-party documentation describing the amount and nature of the income (e.g., paystub, employment contract or printouts documenting tip income).  
 Social Security, disability or death benefits, pension, public assistance, or adoption assistance:  
 Documentation showing the amount and frequency of the benefits, such as letters, exhibits, disability policy or benefits statement from the provider, and  
 Documentation showing the receipt of payment, such as copies of the two most recent bank statements showing deposit amounts.  
 Rental Income:  
 Copy of the most recent filed federal tax return with all schedules, including Schedule E—Supplement Income and Loss. Rental income for qualifying purposes will be 75% of the gross rent you reported reduced by the monthly debt service on the property, if applicable; or  
 If rental income is not reported on Schedule E—Supplemental Income and Loss, provide a copy of the current lease agreement with either bank statements or canceled rent checks demonstrating receipt of rent.  
 Investment Income:  
 Copies of the two most recent investment statements or bank statements supporting receipt of this income.  
 Alimony, child support, or separation maintenance payments as qualifying income:  
 Copy of divorce decree, separation agreement, or other written legal agreement filed with a court, or court decree that states the amount of the alimony, child support, or separation maintenance payments and the period of time over which the payments will be received, and  
 Copies of your two most recent bank statements or other third-party documents showing receipt of payment.

\*Notice: Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered for repaying this loan.

**HARDSHIP AFFIDAVIT**

I am requesting review of my current financial situation to determine whether I qualify for temporary or permanent mortgage loan relief options. Date Hardship Began is: 9-1-2011

I believe that my situation is:  
 Short-term (under 6 months)     Medium-term (6 – 12 months)     Long-term or Permanent Hardship (greater than 12 months)

I am having difficulty making my monthly payment because of reason set forth below:  
 (Please check the primary reason and submit required documentation demonstrating your primary hardship)

If Your Hardship is:	Then the Required Hardship Documentation is:
<input type="checkbox"/> Unemployment	<input type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Reduction in Income: a hardship that has caused a decrease in your income due to circumstances outside your control (e.g., elimination of overtime, reduction in regular working hours, a reduction in base pay)	<input checked="" type="checkbox"/> No hardship documentation required
<input checked="" type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control	<input checked="" type="checkbox"/> No hardship documentation required
<input type="checkbox"/> Divorce or legal separation; Separation of Borrowers unrelated by marriage, civil union or similar domestic partnership under applicable law	<input type="checkbox"/> Divorce decree signed by the court; OR <input type="checkbox"/> Separation agreement signed by the court; OR <input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded quitclaim deed evidencing that the non-occupying Borrower or co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Death of a borrower or death of either the primary or secondary wage earner in the household	<input type="checkbox"/> Death certificate; OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Long-term or permanent disability; Serious illness of a borrower/co-borrower or dependent family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying disability or illness; OR <input type="checkbox"/> Doctor's certificate of illness or disability; OR <input type="checkbox"/> Medical bills None of the above shall require providing detailed medical information.
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area
<input type="checkbox"/> Distant employment transfer / Relocation	For active duty service members: Notice of Permanent Change of Station (PCS) or actual PCS orders. For employment transfers/new employment: <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR <input type="checkbox"/> Paystub from new employer In addition to the above, documentation that reflects the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).
<input type="checkbox"/> Business Failure	<input type="checkbox"/> Tax return from the previous year (including all schedules) AND <input type="checkbox"/> Proof of business failure supported by one of the following: <input type="checkbox"/> Bankruptcy filing for the business; OR <input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR <input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement
<input type="checkbox"/> Other: a hardship that is not covered above	<input type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation



**"As Is" Contract For Sale And Purchase**

FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR

**"As Is"**



1\* PARTIES: Jerry Powell ("Seller"),  
 2\* and Annie Mamin LLC ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:  
 6\* (a) Legal description of the Real Property located in Broward County County, Florida: Folio# 484233045690  
 7\* 33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 AKA 938 CC  
 8\* (b) Street address, city, zip, of the Property: 3031 NW 4 STREET, POMPANO BEACH FL 33069  
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless  
 10 specifically excluded below.  
 11\* Other items included are: AS-IS  
 12\*  
 13\* Items of Personal Property (and leased items, if any) excluded are: AS-IS  
 14\*

15\* II. PURCHASE PRICE (U.S. currency): ..... \$ 15,700.00  
 16 PAYMENT:  
 17\* (a) Deposit held in escrow by AFTER APPROVAL ("Escrow Agent") in the amount of (checks subject to clearance) \$ 1,000.00  
 18\* Escrow Agent's address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 19\* (b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date in the amount of. .... \$ \_\_\_\_\_  
 20\* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... \$ \_\_\_\_\_  
 21\* (d) Other ..... \$ \_\_\_\_\_  
 22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject  
 23\* to adjustments or prorations ..... \$ 14,700.00

24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:  
 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
 26\* before 2/27/2015, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless other-**  
 27 **wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**  
 28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
 29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
 30 acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:  
 32\*  (a) This is a cash transaction with no contingencies for financing;  
 33\*  (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase  
 34\* the Property ("Loan Approval") within \_\_\_\_\_ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY  
 35\* ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to  
 36\* exceed \_\_\_\_\_%, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (if blank, then 5 days) after Effective Date.  
 37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**  
 38 **Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall  
 39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and  
 40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,  
 41 real estate licensee(s), and Closing Agent.  
 42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by  
 43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall  
 44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.  
 45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval  
 46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan  
 47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-  
 48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender  
 49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be  
 50 returned to Buyer.  
 51\*  (c) Assumption of existing mortgage (see rider for terms); or  
 52\*  (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

53\* V. TITLE EVIDENCE: At least \_\_\_\_\_ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as  
 54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:  
 55\* (CHECK ONLY ONE):  (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
 56\*  (2) Buyer at Buyer's expense.  
 57\* (CHECK HERE):  If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 4/30/2015 ("Closing"), unless  
 59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be  
 60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'  
 61\* insurance. If such conditions continue more than \_\_\_\_\_ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
67\* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_

68\* **RESIDENTIAL** \_\_\_\_\_ purpose(s).

69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
74 visions of this Contract in conflict with them.

75\* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer  may assign and thereby be released from any further liability under this Contract;  may  
76\* assign but not be released from liability under this Contract; or  may not assign this Contract.

77 **XI. DISCLOSURES:**

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a  
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
80\* as of Closing, shall be paid as follows:  by Seller at closing  by Buyer (if left blank, then Seller at Closing). If the amount of any  
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 **XII. MAXIMUM REPAIR COSTS: DELETED**

98\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
99\* at a cost not to exceed \$\_\_\_\_\_.

100\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have 15 days from Effective Date ("Inspection Period") within  
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of  
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
110 required by Buyer's lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

112\*  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE

113\*  INSULATION  EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)  Other Comprehensive Rider Provisions  Addenda

114\* Special Clause(s): \_\_\_\_\_

115\* \_\_\_\_\_

116\* \_\_\_\_\_

117\* **SHORT SALE SUBJECT TO 3RD PARTY LENDER APPROVAL**

118\* \_\_\_\_\_

119\* \_\_\_\_\_

120\* \_\_\_\_\_

121\* \_\_\_\_\_

122\* \_\_\_\_\_

123\* \_\_\_\_\_

124\* \_\_\_\_\_

125\* \_\_\_\_\_

126 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy  
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128  
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130  
131  
132  
133  
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135\* [Signature] 2/19/15 [Signature] 2/27/2015  
136 (BUYER) (DATE) (SELLER) (DATE)

137\* \_\_\_\_\_ (DATE) \_\_\_\_\_ (SELLER) \_\_\_\_\_ (DATE)  
138 (BUYER) (DATE) (SELLER) (DATE)

139\* Buyers' address for purposes of notice \_\_\_\_\_ Sellers' address for purposes of notice \_\_\_\_\_

140\* \_\_\_\_\_  
141\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
143 this Contract:

144\* Name: \_\_\_\_\_  
145 Cooperating Brokers, if any Listing Broker

**"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS**

147 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,  
 148 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained  
 149 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopt-  
 150 ed by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is  
 151 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the  
 152 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-  
 153 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall  
 154 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,  
 155 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the Title  
 156 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt  
 157 to examine same in accordance with this "AS IS" Standard.

159 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a  
 160 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment  
 161 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept  
 162 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a  
 163 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage  
 164 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note  
 165 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-  
 166 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the  
 167 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-  
 168 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

169 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-  
 170 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback  
 171 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

**D. WOOD DESTROYING ORGANISMS: DELETED**

173 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described  
 174 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

175 **F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature  
 176 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-  
 177 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-  
 178 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written  
 179 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

180 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,  
 181 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-  
 182 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction  
 183 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-  
 184 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a  
 185 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

186 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing  
 187 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

188 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-  
 189 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the  
 190 next business day. **Time is of the essence in this Contract.**

191 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-  
 192 es, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

193 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained  
 194 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,  
 195 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.  
 196 Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing  
 197 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

198 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.  
 199 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be  
 200 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance  
 201 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current  
 202 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-  
 203 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-  
 204 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,  
 205 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-  
 206 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into  
 207 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

208 **M. (RESERVED - purposely left blank)**

**N. INSPECTION AND REPAIR: DELETED**

210 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which  
 211 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and  
 212 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If  
 213 the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s)  
 214 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natu-  
 215 ral occurrence shall be the cost of pruning or removal.

216 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841,  
 217 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

**"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)  
 220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall  
 221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon  
 222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal  
 223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
 224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-  
 225 ranties contained in the deed or bill of sale.

226 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit  
 227 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to  
 228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-  
 229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall  
 230 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
 231 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent  
 232 shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with  
 233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
 234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to  
 235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable  
 236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this  
 237 Contract or gross negligence of Agent.

238 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such liti-  
 239 gation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by  
 240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by  
 242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for  
 243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,  
 244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-  
 245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's  
 246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records.  
 248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and  
 249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.  
 250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this  
 251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as  
 253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the  
 254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-  
 256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 **W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or  
 258 which have not been disclosed to Buyer; (2) *Seller extends and intends no warranty and makes no representation of any type, either express or implied,*  
 259 *as to the physical condition or history of the Property;* (3) *Seller has received no written or verbal notice from any governmental entity or agency as*  
 260 *to a currently uncorrected building, environmental or safety code violation;* (4) *Seller has no knowledge of any repairs or improvements made to the*  
 261 *Property without compliance with governmental regulation which have not been disclosed to Buyer.*

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including,  
 263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon  
 264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that  
 265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all  
 266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property  
 268 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-  
 269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be  
 270 contingent upon, nor extended or delayed by, such Exchange.

271 **Z. BUYER WAIVER OF CLAIMS:** *Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved*  
 272 *in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the*  
 273 *Buyer or anyone claiming by, through, under or against the Buyer.*

**Addendum to Contract**

**Property Address: 3031 NW 4 STREET POMPANO BEACH FL 33069**

**Buyer:** Annie Mamin, LLC

**Seller: JERRY POWELL**

**Parties hereby agree to make the following terms and conditions part of the contract:**

**Purchase Price is \$** 34,700

**Hereby agreed and accepted:**

**Seller:** 

**Seller:** \_\_\_\_\_

**Buyer:** 

**Initials:** AM, JP

**A. SETTLEMENT STATEMENT**

U. S. Department of Housing and Urban Development

OMB No. 2502-0265 (Exp. 02-28-97)

<b>B. Type of Loan</b> 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. <input type="checkbox"/> AFD		<b>7. File Number</b>	<b>8. Loan Number</b>	<b>9. Mortgage Insurance Case #</b>
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.				
<b>D. Name and Address of Borrower</b> Annie Mamin LLC		<b>E. Name and Address of Seller</b> Jerry Powell 3031 NW 4 Street Pompano Beach FL 33069		<b>F. Name and Address of Lender</b>
<b>G. Property Location</b> 3031 NW 4 Street Pompano Beach FL 33069			<b>H. Settlement Agent</b> Preliminary	
			<b>Place of Settlement</b>	<b>I. Settlement Date</b> 11/30/2015
<b>J. Summary of Borrower's Transaction</b>			<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due From Borrower</b>			<b>400. Gross Amount Due To Seller</b>	
101. Contract sales price	34,700.00	401. Contract sales price	34,700.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	3,145.00	403.		
104. Settlement to the		404.		
<b>Adjustments for items paid by seller in advance</b>			<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes to		406. City/town taxes to		
107. County taxes to		407. County taxes to		
108. Assessments to		408. Assessments to		
109.		409.		
110.		410.		
<b>120. Gross Amount Due From Borrower</b>	<b>37,845.00</b>	<b>420. Gross Amount Due To Seller</b>	<b>34,700.00</b>	
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>			<b>600. Reductions in Amount Due To Seller</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	3,449.90	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204. Payoff of first mortgage loan		504. Payoff of first mortgage loan	27,205.29	
205. Payoff to 2nd mortgage		505. Payoff of second mortgage loan		
206. Payoff 3rd mortgage City of Pompano	2,308.62	506. Payoff HOA		
207.		507. Relocation Assistance	3,000.00	
<b>Adjustments for items unpaid by seller</b>			<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes to		510. City/town taxes to		
211. County taxes 1/1/15 to 12/31/15	1,044.81	511. County taxes 1/1/14 to 12/31/14	1,044.81	
212. Seller Concession		512. Seller Concession		
213.		513. City Lien		
<b>220. Total Paid By/For Borrower</b>	<b>3,353.43</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>34,700.00</b>	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller		
301. Gross Amount due from Borrower (line 120)	37,845.00	601. Gross amount due to Seller (line 420)	34,700.00	
302. Less amounts Paid by/for Borrower (line 220)	3,353.43	602. Less reductions in amount due Seller (line 520)	34,700.00	
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>34,491.57</b>	<b>603. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Seller</b>	<b>0.00</b>	

**Borrower:**

**Seller:**

## L. Settlement Charges

700. Total Sales/Broker's Commission based on price:		Paid From	Paid From
Division of Commission (line 700) as follows:		Borrowers'	Sellers'
701.		Funds at	Funds at
702.		Settlement	Settlement
703.			
704.	Commission to be paid to Real Estate Brokers		2,082.00
<b>800. Items Payable In Connection With Loan</b>			
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to Appraisals		
804.	Credit Report		
805.	Inspection Fee		
806.	Mortgage Insurance Application Fee to		
807.			
808.			
809.			
<b>900. Items Required By Lender To Be Paid In Advance</b>			
901.	Interest from to @\$ / days		
902.	Mortgage Insurance Premium for months to		
903.	Hazard Insurance Premium for 1 years to	1,200.00	
904.	Flood Insurance Premium for years to	500.00	
905.			
<b>1000. Reserves Deposited With Lender</b>			
1001.	Hazard insurance months @ \$ per month		
1002.	Mortgage insurance months @ \$ per month		
1003.	City property taxes months @ \$ per month		
1004.	County property taxes months @ \$ per month		
1005.	Annual assessments months @ \$ per month		
1006.	Flood Insurance months @ \$ per month		
<b>1100. Title Charges</b>			
1101.	Settlement or closing fee to Gibraltar Title	995.00	500.00
1102.	Title clearing to		
1103.	Lien review to		
1104.	Title insurance binder to	150.00	
1105.	Document preparation to	125.00	
1106.	Notary fees to	25.00	
1107.	Attorney's fees to Law Offices of Gary M. Singer Esq (includes above items numbers:		
1108.	Title insurance to Olde Republic Title (includes above items numbers:		575.00
1109.	Lender's coverage \$		
1110.	Owner's coverage \$		
1111.	File processing		
1112.	Courier Fee	65.00	
1113.	Wire Fees	50.00	
<b>1200. Government Recording and Transfer</b>			
1201.	Recording fees: Deed \$35.00 ; Mortgage \$ 0.00 ; Releases \$	35.00	
1202.	City/county tax/stamps: Deed \$ Mortgage \$		242.90
1203.	State tax/stamps:		
<b>1300. Additional Settlement Charges</b>			
1301.	Estoppel Fee to Gibraltar Title		50.00
1302.	Municipal Lien Search		
1303.	Title Search		
1304.	Open permits resolution		
<b>1400.</b>	<b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>	<b>3,145.00</b>	<b>3,449.90</b>

ANGELA REED-SHEFFIELD

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION CASE NO. 11-28081

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, Plaintiff,

vs.

JERRY POWELL; SHIRLEY POWELL; EARL E. JOHNSON; DEBBIE L. JOHNSON; BROWARD COUNTY, FLORIDA; THE CITY OF POMPANO BEACH, FLORIDA; BANK OF AMERICA, N.A.; UNKNOWN TENANT #1; UNKNOWN TENANT #2, ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEWISEES, GRANTEES, OR OTHER CLAIMANTS; Defendants.

THIS IS NOT AN OFFICIAL COPY 11

FILED FOR RECORD CLERK OF CIRCUIT COURT BROWARD COUNTY, FL 2011 NOV 15 AM 8:48

NOTICE OF LIS PENDENS

TO: THE DEFENDANTS NAMED ABOVE AND ALL OTHERS TO WHOM IT MAY CONCERN:

- 1. YOU ARE HEREBY NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a note and mortgage encumbering the following described real property in Broward County, Florida, in Official Record Book 42979 at Page 1962:

Dated this 11 day of November, 2011.

Robertson, Anschutz & Schneid, P.L.  
Attorney for Plaintiff  
3010 N. Military Trail, Suite 300  
Boca Raton, FL 33431  
Telephone: 561-241-6901  
Fax: 561-241-9181

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OFFICIAL COPY

*JM* Jonathan Meisels, Esquire  
Florida Bar No. 29235

*Michelle Tsirkin*  
FL Bar No. 70922

11-12870  
CMD

13

Prepared by:  
Office of County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301

Return recorded document to:  
Housing Finance and Community Dev. Div.  
110 N.E. 3<sup>rd</sup> Street, Suite 300  
Fort Lauderdale, Florida 33301

**SATISFACTION OF MORTGAGE**

**KNOW ALL BE THESE PRESENTS:** That BROWARD COUNTY, 115 South Andrews Avenue, Fort Lauderdale, FL 33301, the owner and holder of a certain mortgage and promissory note executed by Jerry Powell and Shirley A. Powell to BROWARD COUNTY, bearing the date of the 16<sup>th</sup> day of June, 2006, recorded in Official Records Book 42979, Pages 1979-1995, in the Public Records of Broward County, Florida, securing that certain note in the principal sum of Ten Thousand and 00/100 Dollars (\$10,000.00), and certain promises and obligations set forth in said mortgage, upon the property described as follows, to-wit:

See Attached Legal Description

hereby acknowledges compliance with the terms of the promissory note and satisfaction of the mortgage, including release of any restrictive covenants, if any, and surrenders the same as canceled, and directs the Clerk of the Circuit Court to cancel the same of record.

WITNESS our hands and seals, authorized by Section 27.234 Broward County Administrative Code, this 1 day of February, 2012.

Signed, sealed and delivered:

Jerry Chaves  
Witness  
Jodi Gardner  
Witness

BROWARD COUNTY

Bertha Henry  
Bertha Henry  
County Administrator

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: Patrice M. Eichen  
Patrice M. Eichen  
Assistant County Attorney

Date: 1/31/12



(c)

THIS IS NOT AN  
OFFICIAL COPY

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# THIS MORTGAGE DEED

Executed the 6 day of Oct A.D. \_\_\_\_\_ by

**Jerry and Shirley Powell, husband and wife**

INSTR # 106531277  
 OR BK 42979 Pages 1996 - 1999  
 RECORDED 10/20/06 15:14:34  
 BROWARD COUNTY COMMISSION  
 DOC STMP-M: \$52.50  
 INT TAX: f1 \$30.00  
 DEPUTY CLERK 2030  
 #4, 4 Pages

hereinafter called the mortgagor, to

**THE CITY OF POMPANO BEACH**, whose post office address  
 is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of 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 Broward County, Florida, via:

33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF  
 NW1/4 OF SW1/4 LESS S 25 AKA 938 CC

a/k/a 3031 NW 4<sup>TH</sup> STREET Pompano Beach, Florida 33069

This is a **second mortgage** and is inferior to the **first mortgage** in favor of

**To Have and to Hold** the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

**And** the mortgagor covenants with the mortgagee 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 and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**Provided Always**, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copies or identified, to-wit:

Exhibit of Promissory Note executed on pages 4 and 5



PROMISSORY NOTE



FOR PERMANENT SECOND MORTGAGE

**FOR VALUE RECEIVED**, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of **Fifteen Thousand Dollars (\$15,000.00)** such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Second Mortgage.

**This permanent second mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.**

**THIS NOTE** with interest is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

**And** shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then 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 the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, 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 of not less than the 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 date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

**If** any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, 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.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESSES

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: JERRY POWELL

[Signature]  
Print Name: SHIRLEY POWELL

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

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

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me on the 6 day of October, 2006 by Jerry Powell who is personally known to me or who has produced Drivers License (type of identification) as identification.



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Kenneth Thurston  
Print Name  
00310298  
(Commission Number)

**PROMISSORY NOTE  
FOR PERMANENT SECOND MORTGAGE LOAN**

OWNER: Jerry and Shirley Powell

PROPERTY ADDRESS: 3031 NW 4<sup>th</sup> Street  
POMPANO BEACH, FL 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO.: 484233045690 DATE EXECUTED: 10-6-06

**\$15,000.00 Maximum**

FOR VALUE RECEIVED, the undersigned Borrower(s) jointly and severally promise(s) to pay to the order of the CITY OF POMPANO BEACH, or its successors and assigns (herein called "Lender"), the maximum principal sum of **Fifteen Thousand dollars (\$15,000.00)**, or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Permanent Second Mortgage Loan.

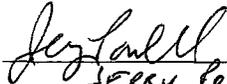
**This permanent second mortgage is at 0% interest rate. Should the property be sold, refinanced or rented, 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund.**

**THIS NOTE** is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted 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 Borrower(s) as of the date shown above.

  
\_\_\_\_\_  
JERRY POWELL  
PRINT NAME

  
\_\_\_\_\_  
SHIRLEY POWELL  
PRINT NAME



Eric Anthony Johnson, Ph.D  
Director

100 West Atlantic Blvd.  
P. O. Drawer 1300  
Pompano Beach, FL 33061

Phone: (954) 786-4641  
FAX: (954) 786-5534  
Email: eric.johnson@copbfl.com



City of Pompano Beach, Florida

Affordable Housing Program for 1<sup>st</sup> Time Homebuyers  
SECOND MORTGAGE AGREEMENT AFFIDAVIT  
FOR PERMANENT SECOND MORTGAGE LOAN  
FOR LOW TO MODERATE INCOME HOMEBUYER(S)

We, Jerry Powell, Social Security No. 263-51-8574, and Shirley Powell Social security No. 263-11- 0858 do hereby certify that, as a low to moderate income family applying for and receiving benefits under the First Time Homebuyers Program from the City of Pompano Beach, we understand that the funds provided to us will be in the form of A PERMANENT SECOND MORTGAGE AT A 0% INTEREST RATE. SHOULD THE PROPERTY BE SOLD, REFINANCED OR RENTED, 100% OF THE ORIGINAL LOAN AMOUNT BECOMES DUE AND PAYABLE TO THE SHIP HOUSING TRUST FUND. providing that we immediately occupy the property located at 3031 NW 4<sup>th</sup> Street, Pompano Beach, Florida 33069 and continuously reside there as our primary residence.

If we should discontinue residing at 3031 NW 4<sup>th</sup> Street, Pompano Beach, Florida as our residence at any time 100% of the original loan amount becomes due and payable to the SHIP Housing Trust Fund in the terms of its second mortgage note.

Jerry Powell 10-6-06  
Signature and Date

JERRY POWELL  
Printed Name

Shirley Powell  
Signature and Date

Shirley Powell  
Printed Name

[Signature] 10/6/06  
Witness Signature and Date

[Signature]  
Printed Name

[Signature] 10-6-06  
Witness Signature and Date

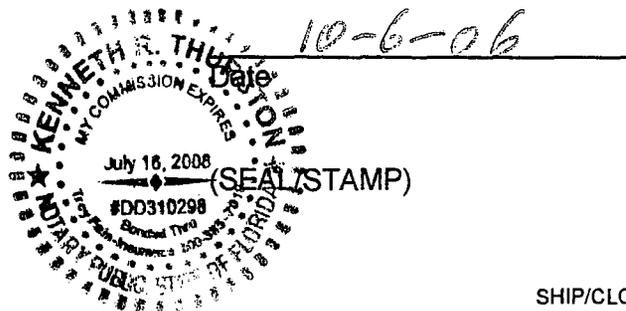
Kenneth Thurston  
Printed Name

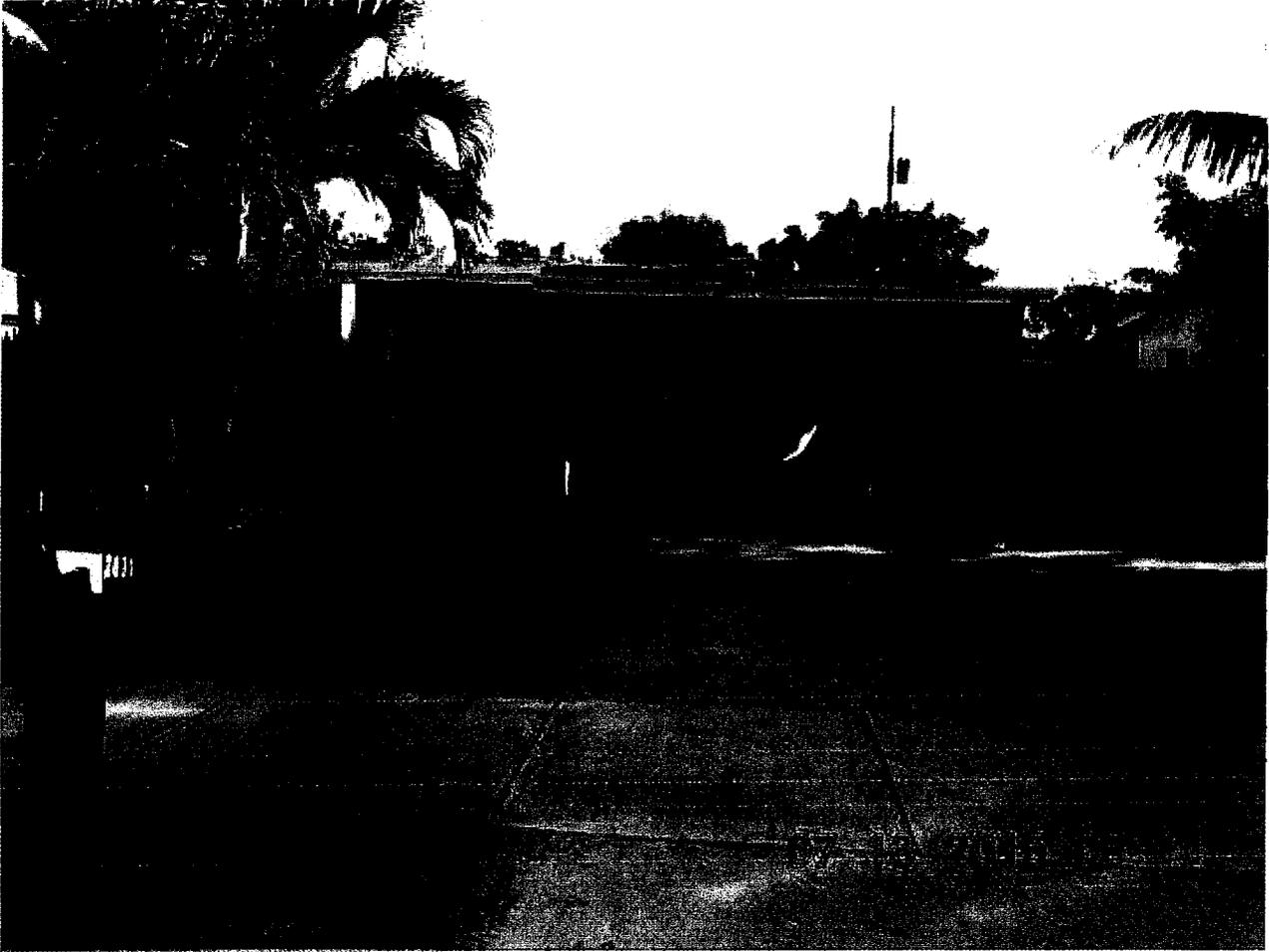
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of October, 2006 by Jerry Powell & Shirley Powell who is/are personally known or has/have produced ID ID, who did/did not take an oath.

[Signature]  
Signature of Notary

Kenneth Thurston  
Type or Printed Name of Notary







Site Address	3031 NW 4 STREET, POMPANO BEACH	ID #	4842 33 04 5690
Property Owner	POWELL,JERRY	Millage	1512
Mailing Address	3749 PINEVILLE SCHOOL RD BENNETTSVILLE SC 29512-5833	Use	01

Abbreviated Legal Description	33-48-42 W 50 OF E 335 OF S1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 AKA 938 CC
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2015 Exemptions and Taxable Values to be reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$10,320	\$41,530	\$51,850	\$50,450	
2015	\$10,320	\$41,530	\$51,850	\$45,870	
2014	\$10,320	\$35,700	\$46,020	\$41,700	\$1,044.81

**IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2016, to see the actual proposed 2016 assessments and portability values.**

2016 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$51,850	\$51,850	\$51,850	\$51,850
Portability	0	0	0	0
Assessed/SOH	\$50,450	\$51,850	\$50,450	\$50,450
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$50,450	\$51,850	\$50,450	\$50,450

Sales History			
Date	Type	Price	Book/Page or CIN
6/9/2006	WD	\$136,000	42979 / 1961
3/2/2006	QCD	\$100	41565 / 618
7/12/2005	WD	\$114,000	40093 / 398
3/31/2004	QCD	\$60,000	37215 / 573
2/1/1982	QCD	\$100	10040 / 725

Land Calculations		
Price	Factor	Type
\$2.00	5,161	SF
Adj. Bldg. S.F. (Card, Sketch)		805
Units		1

\* Click here for old map program \*

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc