

Meeting Date: March 8, 2016

Agenda Item: 3

REQUESTED COMMISSION ACTION:

|   |                                    |  |   |                                       |
|---|------------------------------------|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Consideration/<br>Discussion | <input type="checkbox"/> Presentation |
|---|------------------------------------|--|---|---------------------------------------|

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 TAMMY L. CHINELLY, A SINGLE WOMAN; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$20,000 in SHIP First Time Homebuyer funds loaned to Tammy L. Chinelly in 2006. The City will be paid \$7,000 to satisfy its lien. The property is under short sale contract for \$90,000.00.

The present First Mortgage holder, US Bank, has agreed to accept \$65,490.90 in satisfaction of the loan's \$126,990 loan's face value. Ms. Tammy L. Chinelly 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 \$20,000

DEPARTMENTAL COORDINATION

|               |                |
|---------------|----------------|
| OHUI          | <u>2/26/16</u> |
| City Attorney | <u>2/26/16</u> |
| Finance       | <u>2/26/16</u> |

DEPARTMENTAL RECOMMENDATION

|          |                                     |
|----------|-------------------------------------|
| Approval | <input checked="" type="checkbox"/> |
| Approval | <input checked="" type="checkbox"/> |

DEPARTMENTAL HEAD SIGNATURE

|                    |
|--------------------|
| <u>[Signature]</u> |
| <u>[Signature]</u> |

[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:             | Results: |
| 2 <sup>nd</sup> Reading |                         |                      |          |



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

Memorandum No. 16-062

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**MEMORANDUM**

DATE: February 26, 2016  
TO: Dennis Beach, City Manager  
THROUGH: Mark Berman, City Attorney  
FROM: Miriam Carrillo, Director   
RE: **Agenda Item - Approval for Short Sale Satisfaction of Mortgage**

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This Resolution authorizes execution for reasons of hardship the attached Satisfaction of Mortgage securing \$20,000 in SHIP First Time Homebuyer funds loaned to Tammy L. Chinelly in 2006. The City will be paid \$7,000 to satisfy its lien. The property is under short sale contract for \$90,000.00.

The present First Mortgage holder, US Bank, has agreed to accept \$65,490.90 in satisfaction of the loan's \$126,990 loan's face value. The Third Mortgage holder, State of Florida has agreed to accept \$3,000 and Ms. Tammy L. Chinelly will not receive any sale proceeds.

Please present the attached Resolution and Satisfaction of Mortgage to the City Commission on March 8<sup>th</sup>, 2016 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 TAMMY L. CHINELLY, A SINGLE WOMAN; 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 \_\_\_\_\_, 2016.

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

**ATTEST:**

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

**"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 E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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

**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 TAMMY L. CHINELLY, of 1263 SW 46 Avenue, Pompano Beach, Florida 33069, to the CITY OF POMPANO BEACH for Twenty Thousand and 00/100 Dollars (\$20,000.00) dated October 6, 2006 and recorded in Official Records Book 42969, Pages 1899, of the Public Records of Broward County, Florida, the property situate in Broward County, Florida, described as follows, to-wit:

Condominium Unit No. 2113, in Building 21, of ROYAL POINCIANA, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded on February 2nd, 2006, in Official Records Book 41388, at Page 421, of the Public Records of Broward County, Florida; together with exhibits, amendments thereof, and an undivided interest in the common elements.

**A/K/A 1263 SW 46<sup>th</sup> Avenue, #2113  
POMPANO BEACH, FL 33069**

**A/K/A Royal Poinciana Condo Unit 13 Bldg 21**

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.

B. Type of Loan

|                               |                                     |                                       |                             |                       |                          |
|-------------------------------|-------------------------------------|---------------------------------------|-----------------------------|-----------------------|--------------------------|
| <input type="radio"/> 1. FHA  | <input type="radio"/> 2. FmHA       | <input type="radio"/> 3. Conv. Unins. | 6. File Number<br>chinnelly | 7. Loan Number<br>ID: | 8. Mortg. Ins. Case Num. |
| <input type="radio"/> 4. V.A. | <input type="radio"/> 5. Conv. Ins. |                                       |                             |                       |                          |

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Morton Kroneberg, a single man  
Address of Borrower:

E. NAME OF SELLER: Tammy Chinnelly, a single woman  
Address of Seller: TIN:

F. NAME OF LENDER:  
Address of Lender:

G. PROPERTY LOCATION: 1263 SW 46th Ave, Pompano Beach, Florida 33069

H. SETTLEMENT AGENT: Supreme Title  
Place of Settlement: 4175 Davie Road, Suite 110, Davie, Florida 33314  
TIN: 56-2392940  
Phone: 954-726-5580

I. SETTLEMENT DATE: 2/29/16 DISBURSEMENT DATE: 2/29/16

| J. Summary of borrower's transaction   |           | K. Summary of seller's transaction  |             |
|--|-----------|---|-------------|
| 100. Gross amount due from borrower:   |           | 400. Gross amount due to seller:  |             |
| 101. Contract sales price  | 90,000.00 | 401. Contract sales price   | 90,000.00   |
| 102. Personal property   |           | 402. Personal property  |             |
| 103. Settlement charges to borrower (Line 1400)  | 37.00     | 403.  |             |
| 104.   |           | 404.  |             |
| 105.   |           | 405.  |             |
| Adjustments for items paid by seller in advance:   |           | Adjustments for items paid by seller in advance:                                |             |
| 106. City/town taxes   |           | 406. City/town taxes  |             |
| 107. County taxes  |           | 407. County taxes   |             |
| 108. Assessments   |           | 408. Assessments  |             |
| 109.   |           | 409.  |             |
| 110.   |           | 410.  |             |
| 111.   |           | 411.  |             |
| 112.   |           | 412.  |             |
| 120. Gross amount due from borrower:   | 90,037.00 | 420. Gross amount due to seller:  | 90,000.00   |
| 200. Amounts paid or in behalf of borrower:  |           | 500. Reductions in amount due to seller:  |             |
| 201. Deposit or earnest money  |           | 501. Excess deposit (see instructions)  |             |
| 202. Principal amount of new loan(s)   |           | 502. Settlement charges to seller (line 1400)                                   | 8,427.50    |
| 203. Existing loan(s) taken subject to   |           | 503. Existing loan(s) taken subject to  |             |
| 204. Principal amount of second mortgage   |           | 504. Payoff of first mortgage loan  | 65,491.90   |
| 205.   |           | 505. Payoff of second mortgage loan   | 3,000.00    |
| 206.   |           | 506. Deposits held by seller  |             |
| 207. Principal amt of mortgage held by seller  |           | 507. Principal amt of mortgage held by seller                                   |             |
| 208.   |           | 508. HAFA Relocation  | 10,000.00   |
| 209.   |           | 509. Third mortgage   | 3,000.00    |
| Adjustments for items unpaid by seller:  |           | Adjustments for items unpaid by seller:   |             |
| 210. City/town taxes   |           | 510. City/town taxes  |             |
| 211. County taxes from 01/01/16 to 02/29/16  | 80.60     | 511. County taxes from 01/01/16 to 02/29/16                                     | 80.60       |
| 212. Assessments   |           | 512. Assessments  |             |
| 213.   |           | 513.  |             |
| 214.   |           | 514.  |             |
| 215.   |           | 515.  |             |
| 216.   |           | 516.  |             |
| 217.   |           | 517.  |             |
| 218.   |           | 518.  |             |
| 219.   |           | 519.  |             |
| 220. Total paid by/for borrower:   | 80.60     | 520. Total reductions in amount due seller:                                     | 90,000.00   |
| 300. Cash at settlement from/to borrower:  |           | 600. Cash at settlement to/from seller:   |             |
| 301. Gross amount due from borrower (line 120)   | 90,037.00 | 601. Gross amount due to seller (line 420)                                      | 90,000.00   |
| 302. Less amount paid by/for the borrower (line 220)   | (80.60)   | 602. Less total reductions in amount due seller (line 520)                      | (90,000.00) |
| 303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower: | 89,956.40 | 603. Cash ( <input type="checkbox"/> To <input type="checkbox"/> From ) Seller: | 0.00        |

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

| L Settlement charges                                 |             |  |             |           | Borrower | POC | Seller | POC      | Paid from Borrower's Funds at Settlement | Paid from Seller's Funds at Settlement |
|--|-------------|--|-------------|-----------|----------|-----|--------|----------|--|--|
| 700. Total Sales/Brokers Com. based on price         |             | \$90,000.00 @                                    | 6.0000 % =  | 5,400.00  |          |     |        |          |  |  |
| 701.   | 2,700.00    | 3.0000 % to                                      |             |           |          |     |        |          |  |  |
| 702.   | 2,700.00    | 3.0000 % to                                      |             |           |          |     |        |          |  |  |
| 703. Commission paid at settlement                   |             |  |             |           |          |     |        |          |  | 5,400.00                               |
| 704.   |             | to   |             |           |          |     |        |          |  |  |
| 800 Items payable in connection with loan:           |             |  |             |           | Borrower | POC | Seller | POC      |  |  |
| 801. Loan origination fee                            |             | % to   |             |           |          |     |        |          |  |  |
| 802. Loan discount                                   |             | % to   |             |           |          |     |        |          |  |  |
| 803. Appraisal fee                                   |             | to   |             |           |          |     |        |          |  |  |
| 804. Credit report                                   |             | to   |             |           |          |     |        |          |  |  |
| 805. Lender's inspection fee                         |             | to   |             |           |          |     |        |          |  |  |
| 806. Mortgage insurance application fee              |             | to   |             |           |          |     |        |          |  |  |
| 807. Assumption Fee                                  |             | to   |             |           |          |     |        |          |  |  |
| 808.   |             | to   |             |           |          |     |        |          |  |  |
| 809.   |             | to   |             |           |          |     |        |          |  |  |
| 810.   |             | to   |             |           |          |     |        |          |  |  |
| 811.   |             | to   |             |           |          |     |        |          |  |  |
| 900 Items required by lender to be paid in advance:  |             |  |             |           | Borrower | POC | Seller | POC      |  |  |
| 901. Interest from                                   |             | to @ /day  |             |           |          |     |        |          |  |  |
| 902. Mortgage insurance premium for                  |             | months to  |             |           |          |     |        |          |  |  |
| 903. Hazard insurance premium for                    |             | years to   |             |           |          |     |        |          |  |  |
| 904. Flood insurance premium for                     |             | years to   |             |           |          |     |        |          |  |  |
| 905.   |             | years to   |             |           |          |     |        |          |  |  |
| 1000 Reserves deposited with lender:                 |             |  |             |           | Borrower | POC | Seller | POC      |  |  |
| 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 |          |     |        |          |  |  |
| 1007.  |             | months @   |             | per month |          |     |        |          |  |  |
| 1008.  |             | months @   |             | per month |          |     |        |          |  |  |
| 1009. Aggregate accounting adjustment                |             |  |             |           |          |     |        |          |  |  |
| 1100 Title charges:                                  |             |  |             |           | Borrower | POC | Seller | POC      |  |  |
| 1101. Settlement or closing fee                      |             | to Supreme Title                                 |             |           |          |     |        | \$750.00 |  | <del>1,600.00</del>                    |
| 1102. Abstract or title search                       |             | to   |             |           |          |     |        |          |  |  |
| 1103. Title examination                              |             | to   |             |           |          |     |        |          |  |  |
| 1104. Title insurance binder                         |             | to   |             |           |          |     |        |          |  |  |
| 1105. Document preparation                           |             | to   |             |           |          |     |        |          |  |  |
| 1106. Notary fees                                    |             | to   |             |           |          |     |        |          |  |  |
| 1107. Attorney's Fees                                |             | to   |             |           |          |     |        |          |  |  |
| (includes above item numbers: )                      |             |  |             |           |          |     |        |          |  |  |
| 1108. Title Insurance                                |             | to Lawyers Title Insurance Company/Supreme Title |             |           |          |     |        |          |  | 517.50                                 |
| (includes above item numbers: )                      |             |  |             |           |          |     |        |          |  |  |
| 1109. Lender's coverage (Premium):                   |             |  |             |           |          |     |        |          |  |  |
| 1110. Owner's coverage (Premium):                    | \$90,000.00 | (\$517.50)                                       |             |           |          |     |        |          |  |  |
| 1111. Endorse:                                       |             |  |             |           |          |     |        |          |  |  |
| 1112.  |             | to   |             |           |          |     |        |          |  |  |
| 1113.  |             | to   |             |           |          |     |        |          |  |  |
| 1200 Government recording and transfer charges:      |             |  |             |           |          |     |        |          |  |  |
| 1201. Recording fees                                 | Deed        | \$18.50  | Mortgage(s) | \$18.50   | Releases |     |        | 37.00    |  |  |
| 1202. City/county tax/stamps                         | Deed        |  | Mortgage(s) |           |          |     |        |          |  |  |
| 1203. State tax/stamps                               | Deed        | \$630.00   | Mortgage(s) |           |          |     |        |          |  | 630.00                                 |
| 1204.  |             | to   |             |           |          |     |        |          |  |  |
| 1205.  |             | to   |             |           |          |     |        |          |  |  |
| 1300 Additional settlement charges:                  |             |  |             |           | Borrower | POC | Seller | POC      |  |  |
| 1301. HOA Transfer Fee                               |             | to   |             |           |          |     |        |          |  | 200.00                                 |
| 1302. Pest Inspection                                |             | to   |             |           |          |     |        |          |  |  |
| 1303. city lien search                               |             | to Reliable Lien Search Inc.                     |             |           |          |     |        |          |  | 180.00                                 |
| 1304. past due utilities                             |             | to   |             |           |          |     |        |          |  |  |
| 1305.  |             | to   |             |           |          |     |        |          |  |  |
| 1306.  |             | to   |             |           |          |     |        |          |  |  |
| 1307.  |             | to   |             |           |          |     |        |          |  |  |
| 1308.  |             | to   |             |           |          |     |        |          |  |  |
| 1309.  |             |  |             |           |          |     |        |          |  |  |
| 1400 Total settlement charges:                       |             |  |             |           |          |     |        |          |  |  |
| ( Enter on lines 103, Section J and 502, Section K ) |             |  |             |           |          |     |        | 37.00    |  | 8,427.50                               |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

\_\_\_\_\_  
Morton Kroneberg  
\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Tammy Chinnelly  
\_\_\_\_\_  
Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

By: \_\_\_\_\_  
Supreme Title  
As Its Authorized Representative Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

# 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 9900160830 (usually found on your monthly mortgage statement)  |  |
| Servicer's Name U.S. Bank  |  |
| I want to: <input type="checkbox"/> Keep the Property <input type="checkbox"/> Vacate the Property <input checked="" type="checkbox"/> Sell the Property <input type="checkbox"/> Undecided  |  |
| The property is currently: <input type="checkbox"/> My Primary Residence <input checked="" type="checkbox"/> A Second Home <input type="checkbox"/> An Investment Property   |  |
| The property is currently: <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input checked="" type="checkbox"/> Vacant   |  |
| <b>BORROWER</b>  |  |
| <b>CO-BORROWER</b>   |  |
| BORROWER'S NAME<br>Tammy Chinelly Negron   |  |
| CO-BORROWER'S NAME   |  |
| SOCIAL SECURITY NUMBER<br>590507275  | DATE OF BIRTH<br>10/17/1978  |
| SOCIAL SECURITY NUMBER   | DATE OF BIRTH  |
| HOME PHONE NUMBER WITH AREA CODE   | HOME PHONE NUMBER WITH AREA CODE   |
| CELL OR WORK NUMBER WITH AREA CODE<br>954-336-2770   | CELL OR WORK NUMBER WITH AREA CODE   |
| MAILING ADDRESS<br>5717 NW 70th Ave. Tamarac, FL 33321   |  |
| PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME)<br>1263 SW 46 Ave. #2113, Pompano Beach, FL 33069   | EMAIL ADDRESS<br>rtnegron@yahoo.com  |
| Is the property listed for sale? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, what was the listing date? <u>1/14</u><br>If property has been listed for sale, have you received an offer on the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Date of offer: <u>2/11/15</u> Amount of Offer: \$ <u>60,000</u><br>Agent's Name: <u>Andrew Nowak</u><br>Agent's Phone Number: <u>954-559-7777</u><br>For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Have you contacted a credit-counseling agency for help?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, please complete the counselor contact information below:<br>Counselor's Name: _____<br>Agency's Name: _____<br>Counselor's Phone Number: _____<br>Counselor's Email Address: _____ |
| Do you have condominium or homeowner association (HOA) fees? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Total monthly amount: \$ <u>265.00</u><br>Name and address that fees are paid to: <u>Royal Poinciana Condo Association</u>   |  |
| Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13<br>Filing Date: _____<br>Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Bankruptcy case number: _____   |  |

**UNIFORM BORROWER ASSISTANCE FORM**

| Monthly Household Income   |                   | Monthly Household Expenses and Debt Payments                         |                | Household Assets (associated with the property and/or borrower(s)) |                  |
|--|-------------------|--|----------------|--|------------------|
| Gross wages  | \$ 6503.56        | First Mortgage Payment   | \$ 765.00      | Checking Account(s)  | \$ 19,000        |
| Overtime   | \$ 0              | Second Mortgage Payment  | \$ 0           | Checking Account(s)  | \$ 0             |
| Child Support / Alimony*   | \$ 0              | Homeowner's Insurance  | \$ 0           | Savings / Money Market   | \$ 0             |
| Non-taxable social security/SSDI   | \$ 0              | Property Taxes   | \$ 0           | CDs  | \$ 0             |
| Taxable SS benefits or other monthly income from annuities or retirement plans | \$ 0              | Credit Cards / Installment Loan(s) (total minimum payment per month) | \$ 200         | Stocks / Bonds   | \$ 0             |
| Tips, commissions, bonus and self-employed income                              | \$ 0              | Alimony, child support payments                                      | \$ 0.00        | Other Cash on Hand   | \$ 0             |
| Rents Received   | \$ 0              | Car Lease Payments   | \$ 185.00      | Other Real Estate (estimated value)                                | \$ 0             |
| Unemployment income  | \$ 0              | HOA/Condo Fees/Property Maintenance                                  | \$ 265.00      | Other  | \$ 0             |
| Food Stamps/Welfare  | \$ 0              | Mortgage Payments on other properties                                | \$             |  | \$               |
| Other  | \$ 0              | Other  | \$ 6100        |  | \$               |
| <b>Total (Gross income)</b>  | <b>\$ 6503.56</b> | <b>Total Household Expenses and Debt Payments</b>                    | <b>\$ 7515</b> | <b>Total Assets</b>  | <b>\$ 19,000</b> |

Any other liens (mortgage liens, mechanics liens, tax liens, etc.)

| Lien Holder's Name       | Balance and Interest Rate | Loan Number | Lien Holder's Phone Number |
|--------------------------|---------------------------|-------------|----------------------------|
| US Bank/State of Florida | 25,000                    |             | US Bank                    |
| City Pompano Beach       | 20,000                    |             | 954-786-4600 Ext 7         |

**Required Income Documentation**

**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' 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 cancelled 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.**

**UNIFORM BORROWER ASSISTANCE FORM**

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

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 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 type="checkbox"/> No hardship documentation required  |
| <input type="checkbox"/> Increase in Housing Expenses: a hardship that has caused an increase in your housing expenses due to circumstances outside your control  | <input 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<br><input type="checkbox"/> Separation agreement signed by the court; OR<br><input type="checkbox"/> Current credit report evidencing divorce, separation, or non-occupying borrower has a different address; OR<br><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<br><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"/> Doctor's certificate of illness or disability; OR<br><input type="checkbox"/> Medical bills; OR<br><input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable)  |
| <input type="checkbox"/> Disaster (natural or man-made) adversely impacting the property or Borrower's place of employment  | <input type="checkbox"/> Insurance claim; OR<br><input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR<br><input type="checkbox"/> Borrower or Employer property located in a federally declared disaster area   |
| <input type="checkbox"/> Distant employment transfer / Relocation   | <p><b>For active-duty service members:</b> Notice of Permanent Change of Station (PCS) or actual PCS orders.</p> <p><b>For employment transfers/new employment:</b></p> <input type="checkbox"/> Copy of signed offer letter or notice from employer showing transfer to a new employment location; OR<br><input type="checkbox"/> Pay stub from new employer; OR<br><input type="checkbox"/> If none of these apply, provide written explanation<br>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 Proof of business failure supported by one of the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Bankruptcy filing for the business; OR</li> <li><input type="checkbox"/> Two months recent bank statements for the business account evidencing cessation of business activity; OR</li> <li><input type="checkbox"/> Most recent signed and dated quarterly or year-to-date profit and loss statement</li> </ul>  |
| <input checked="" type="checkbox"/> Other: a hardship that is not covered above   | <input checked="" type="checkbox"/> Written explanation describing the details of the hardship and relevant documentation  |



Case Number: CACE-15-015908 Division: 11

Filing # 31664300 E-Filed 09/03/2015 10:41:52 AM

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL  
CIRCUIT, IN AND FOR BROWARD COUNTY,  
FLORIDA

CASE NO.

U.S. BANK NATIONAL ASSOCIATION  
Plaintiff,

vs.

TAMMY L. CHINELLY AKA TAMMY LYNN NEGRON;  
UNKNOWN SPOUSE OF TAMMY L. CHINELLY AKA  
TAMMY LYNN NEGRON; FLORIDA HOUSING FINANCE  
CORPORATION; CITY OF POMPANO BEACH; ROYAL  
POINCIANA CONDOMINIUM ASSOCIATION, INC.;  
UNKNOWN TENANT #1; UNKNOWN TENANT #2,  
Defendants.

NOTICE OF LIS PENDENS

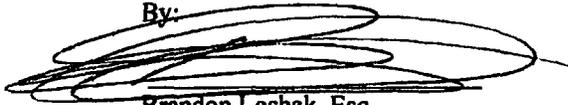
**TO THE DEFENDANTS NAMED IN THE ABOVE-STYLED ACTION AND TO ALL OTHER  
WHOM IT MAY CONCERN:**

YOU ARE HEREBY NOTIFIED of the institution of the above styled action by the above named plaintiff against you seeking to foreclose a Mortgage recorded in Official Records Book 42969 Page 1869 of the Public Records of BROWARD County, Florida, on the following described property:

**CONDOMINIUM UNIT NO. 2113, IN BUILDING 21, OF ROYAL POINCIANA, A  
CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM  
THEREOF, AS RECORDED ON FEBRUARY 2, 2006, IN OFFICIAL RECORDS BOOK  
41388, AT PAGE 421, OF THE PUBLIC RECORDS OF BROWARD COUNTY,  
FLORIDA; TOGETHER WITH EXHIBITS, AMENDMENTS THERETO, AND AN  
UNDIVIDED INTEREST IN COMMON ELEMENTS.**

DATED this 2 day of Sept, 2015.

GREENSPOON MARDER, P.A.  
TRADE CENTRE SOUTH, SUITE 700  
100 WEST CYPRESS CREEK ROAD  
FORT LAUDERDALE, FL 33309  
Telephone: (954) 343 6273  
Hearing Line: (888) 491-1120  
Facsimile: (954) 343 6982  
Email 1: brandon.loshak@gmlaw.com  
Email 2: gmforeclosure@gmlaw.com  
By:

  
Brandon Loshak, Esq.  
Florida Bar No. 99852



FUNDING SOURCE: SHIP FUNDS:

# THIS MORTGAGE DEED

Executed the 6 day of October A.D. 2006 by

**Tammy L. Chinelly, a Single Woman**

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:

AKA 1263 SW 46<sup>TH</sup> AV #2113  
POMPANO, BEACH FLORIDA 33069

a/k/a Royal Poinciana Condo Unit 13 Bldg 21  
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

FUNDING SOURCE: SHIP FUNDS:

**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 **TWENTY Thousand Dollars and 00/100 Dollars (\$20,000.00)**, 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.

**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 waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum 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

FUNDING SOURCE: SHIP FUNDS:

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

*[Signature]*

Print Name: Jim Chinell Sr

*[Signature]*

Print Name: Patricia J Chinell

Signed, sealed and delivered in the presence of:

*[Signature]*

Print Name: Tammy L. Chinelly

*[Signature]*

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

STATE OF FLORIDA )  
COUNTY OF BROWARD )  
**THIS IS NOT AN OFFICIAL COPY**  
The foregoing instrument was acknowledged before me on the 6 day of October 2006 by Tammy L. Chinelly who is personally known to me or who has produced (type of identification) as identification.

NOTARY SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Print Name \_\_\_\_\_  
LIZETTE KIRSCHBAUM  
Notary Public - State of Florida  
My Commission Expires Mar 3, 2010  
(Commission Number) \_\_\_\_\_  
Commission # DD 506593  
Bonded By National Notary Assn.

FUNDING SOURCE: SHIP FUNDS:

**PROMISSORY NOTE  
FOR PERMANENT SECOND MORTGAGE LOAN**

OWNER: Tammy L. Chinelly

PROPERTY ADDRESS: 1263 SW 46<sup>th</sup> Av #2113  
POMPANO BEACH, FL 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO.:

DATE EXECUTED: 4-10-06

**THIS IS NOT AN OFFICIAL COPY**

\$20,000.00 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 **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, 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.

*Tammy L. Chinelly*  
\_\_\_\_\_  
Tammy L. Chinelly  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

**Exhibit "A"**

**Legal Description for Loan No.: 002003717102**

**Condominium Unit No.2113, in Building 21, of ROYAL POINCIANA, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded on February 2nd, 2006, in Official Records Book 41388, at Page 421, of the Public Records of Broward County, Florida; together with exhibits, amendments thereto, and an undivided interest in the common elements.**

THIS IS NOT AN  
OFFICIAL COPY

**ET File No.: P21-2113**

202333401 NEW 10/07 8710061027

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**citibank**

Citibank, N.A.

170574192

62-20  
311

FC#00529 FA# 008

\$10.00 ONL PIC

DATE 02/25/16

081-03 Ck. Ser. #

170574192

PAY

\*\*\*\*SEVEN THOUSAND DOLLARS\*\*\*\*

\*\*\$7,000.00\*\*

TO  
THE  
ORDER  
OF

\*\*\*\*CITY OF POMPANO BEACH\*\*\*\*



NAME OF REMITTER  
ADDRESS

RICHARD L NEGRON

Drawer: Citibank, N.A.

Citibank, N.A. One Penn's Way  
New Castle, DE 19720

BY  
AUTHORIZED SIGNATURE

⑈ 170574192 ⑈

⑆ 031100209 ⑆

38762924 ⑈