

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: May 19, 2015

Agenda Item 3

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROPERTY LOCATED AT 1574 NW 7TH LANE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: Staff recommends that the CRA Board approve this Satisfaction of Mortgage for the sum of \$45,500.00. The property is located in Canal Point and a Deferred Payment Loan in the amount of \$45,500 was recorded with the mortgage for the value of the land. The Loan agreement was executed on April 9, 1999 and according to the City's Finance Department, the loan has been satisfied in full.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran Ext. 7769
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CAO</u>	<u>05/13/2015</u>	<u>Approval</u>	<u>CAO memo # 2015-96B</u>

- CRA Executive Director
- CRA Director
- Finance Director



S. Sibble

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CRA

POMPANO BEACH

100 W. Atlantic Blvd. Room 276
Pompano Beach, FL 33060

Phone: (954) 545-7769
Fax: (954) 786-7836

MEMORANDUM

To: CRA Board

Through: Chris Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

From: Nguyen Tran, Northwest CRA Director

Date: May 7, 2015

Subject: Approval of a Satisfaction of Mortgage pertaining to a deferred payment loan for property located at 1574 NW 7th Lane.

Recommendation

Staff recommends that the CRA Board approve this Satisfaction of Mortgage for the sum of \$45,500.

Background

The attached **Satisfaction of Mortgage** is for property located in Canal Point, owned by Mr. Ben Singletary and Janie Singletary. This deferred payment loan was given by the Pompano Beach Community Redevelopment Agency for the above mentioned property, executed on April 9, 1999 and recorded in Official Records Book 29452, Page 1695. In an effort to keep homes affordable, the CRA and homebuyer entered into a deferred payment loan agreement for the value of the land. A deferred payment loan in the amount of \$45,500 was recorded with the mortgage for this property. The Singletary family has met these obligations and the deferred payment loan has been paid in full.

Nguyen Tran

From: Andrew Jean-Pierre
Sent: Thursday, May 07, 2015 9:11 AM
To: Nguyen Tran
Cc: Margaret Gallagher; JoAnn Martin-Onesky; lukisha82@gmail.com
Subject: RE: Verify Satisfaction of Mortgage

This loan has been satisfied in full. Thank you.

Andrew Jean-pierre
Controller
City of Pompano Beach
Ph. 954-786-4501
Fax 954-786-4687

From: Nguyen Tran
Sent: Thursday, May 07, 2015 9:08 AM
To: Andrew Jean-Pierre
Cc: Margaret Gallagher; JoAnn Martin-Onesky; lukisha82@gmail.com
Subject: Verify Satisfaction of Mortgage

Andrew,
Could you please check to see if this Deferred Payment Loan has been satisfied for 1574 NW 7 Lane for Ben & Janie Singletary. If not satisfied, could you verify what is the pay-off amount to date. Attached is what I was able to find online. Thank you.

Nguyen Tran

Northwest CRA Director

100 W. Atlantic Blvd., Room 276
Pompano Beach, Florida 33060
Tel: (954) 545-7769
Fax: (954) 786-7836

<http://www.pompanobeachcra.com>

From: Lukisha82 [<mailto:lukisha82@gmail.com>]
Sent: Wednesday, May 06, 2015 2:14 PM
To: Nguyen Tran
Subject:

Hi, I'm Lukisha Singletary, I call u this morning about paperwork on my property 1574 nw 7th lane Pompano Beach Florida 33060...I need something to show that I don't have anything against my property it's showing up in files. My grand parents own the house at the time Benjamin, Janie Singletary. .U may email me or contact me @954-803-5619

Sent from my smartphone



City Attorney's Communication #2015-968

May 13, 2015

TO: Nguyen Tran, Northwest CRA Director

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney *GL*

RE: Satisfaction of Mortgage – Ben and Janie Singletary

As requested in your e-mail, I have prepared and attached herewith a form of Resolution captioned as follows:

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROPERTY LOCATED AT 1574 NW 7TH LANE; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
l:cor/cra/2015-968

Attachment

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A SATISFACTION OF MORTGAGE PERTAINING TO A DEFERRED PAYMENT LOAN GIVEN BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR PROPERTY LOCATED AT 1574 NW 7TH LANE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ben Singletary and Janie Singletary provided a mortgage to the Pompano Beach Community Redevelopment Agency securing a note for a ten (10) year deferred payment mortgage in the amount of \$45,500 for property known as Lot 13, Block B, of The Pompano Beach Community Redevelopment Agency Plat; now, therefore,

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the proper officials are hereby authorized to execute a Satisfaction of Mortgage, attached hereto as Exhibit "A", wherein the CRA provides a written satisfaction of the mortgage recorded in Book 29452, Page 1695 of the Public Records of Broward County, Florida, pertaining to a Deferred Payment Loan given by the Pompano Beach Community Redevelopment Agency for real property located at 1574 NW 7th Lane, Pompano Beach, Florida.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

THIS INSTRUMENT PREPARED BY:

Nguyen Tran
Pompano Beach CRA
100 W. Atlantic Blvd., Rm 276
Pompano Beach, Florida 33060

SATISFACTION OF MORTGAGE

The Pompano Beach Community Redevelopment Agency (CRA), 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 **Ben Singletary and Janie Singletary** of 1574 N.W. 7th Lane, Pompano Beach, Florida 33060, to the CRA for Forty Five Thousand Five Hundred (\$45,500) Dollars dated April 9, 1999 and recorded in Public Records Book 29452, Page 1695, of the Public Records of Broward County, Florida, the property situate in Broward County, Florida, described as follows, to-wit:

Lot 13, Block B, Pompano Beach Community Redevelopment Agency Plat, according to the map or plat thereof recorded in Plat Book 156, Page 36, Public Records of Broward County, Florida.

Address: 1574 N.W. 7th Lane, Pompano Beach, Florida 33060

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.

WITNESS our hands and seals this _____ day of _____, 2015,

Witnesses:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

Print Name: _____

BY: _____
Lamar Fisher, Chairman

Print Name: _____

Attest: _____
Margaret Gallagher, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **MARGARET GALLAGHER**, as Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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INSTR # 99251149
OR BK 29452 PG 1695
RECORDED 05/13/99 12:03 PM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DOC TAX PD(F. S. 201.00) 159.25
INT. TAX PD(F. S. 199) 91.00
DEPUTY CLERK 1031

Prepared by:
James T. Iannaccone
New River Title Company
800 E. Broward Blvd Suite 510
Fort Lauderdale, FL 33301

NEW RIVER TITLE COMPANY
800 EAST BROWARD BOULEVARD, SUITE 510
FORT LAUDERDALE, FL 33301 WJK

**MORTGAGE 10 SECURE
A DEFERRED PAYMENT LOAN**

This Mortgage made on or as of the April 9, 1999, between Ben Singletary and Janie Singletary, his wife hereinafter called, and if more than one party, jointly and severally hereinafter called "Mortgagor", residing at 1574 N.W. 7th Lane, Pompano Beach Florida 33060, in the City of Pompano Beach, County of Broward and State of Florida, and the Pompano Beach Community Redevelopment Agency, hereinafter called "Mortgagee", having an office at 100 E. Atlantic Blvd., in the City of Pompano Beach, County of Broward, State of Florida;

THIS IS NOT AN OFFICIAL COPY

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of **Forty four thousand five hundred Dollars (45,500.00)** with interest thereon, which shall be payable in accordance with a certain note, bond or other obligation, which note, bond or obligation is hereinafter called "Note", bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is annexed hereto and made a part thereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

Return to
↑
Rec'd

ALL that certain lot, piece or parcel of land situated in the City of Pompano Beach, County of Broward and State of Florida, bounded and described as follows:

Lot 13, Block B, of the Pompano Beach Community Redevelopment Plat according to the Plat thereof, recorded in Plat Book 156, Page 36 of the Public Records of Broward County, Florida..

Address: 1574 N.W. 7th Lane, Pompano Beach, Florida 33060

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in any wise appertaining thereto: all buildings and other structures now or hereafter thereon erected or installed and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner:

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade or any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to Mortgagee, free, clear and discharged of any encumbrances of any kind or nature

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whatsoever; and

TOGETHER, with all the right, title and interest of the Mortgagor in and to the above described land, building, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD, the mortgaged property and every part hereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgage further covenants and agrees with the Mortgagee as follows:

1. The Mortgage will promptly pay the principal and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage, if any.

2. The Mortgagor will pay, when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay, when due, every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

4. The Mortgagor will not voluntarily create or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above.

5. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by the Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The

Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property, the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagee and not to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in enforce, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

6. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.

7. The principal amount owing on the Note, together with interest thereon and all other charges as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for tile Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

(a) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, after the Mortgagor has been given due notice by the Mortgagee or such nonperformance.

(b) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage.

© The sale, lease or other transfer of any kind or nature of all or a part of the mortgaged property, or any interest therein including a beneficial interest, without the Mortgagee's prior written consent, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iv) the grant of any leasehold interest of three (3) years or less,

not containing an option to purchase, the Mortgagee may at its sole option, declare all the sums secured by this Mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, the Mortgagee and the party to whom the mortgaged property is to be sold or transferred execute a written assumption agreement acceptable to the Mortgagee. Notwithstanding any assumption agreement, the Mortgagor will continue to be obligated under the Note and this Mortgage unless the Mortgagee releases the Mortgagor in writing.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default".

8. Mortgagor agrees to continuous occupancy of the Property as his, her or their, principal residence for a period of ten (10) consecutive years after the date of the Mortgage.

9. The Property may not be rented, leased or occupied by persons other than the Mortgagor and family. The Mortgagor may make alterations, changes and additional improvements only with the prior written consent of the CRA. The Mortgagor shall use the Property carefully and shall keep the same in good repair at his, her or their expense.

10. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

11. After the happening of any default hereunder, the Mortgagor shall, upon demand of the Mortgagee, surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

12. The Mortgagee, in any action to foreclose this Mortgage, shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

13. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, or the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

14. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property or any part thereof.

15. Notice and demand or request may be made in writing and may be served in person or by mail.

16. In case of a foreclosure sale of the mortgaged property, it may be sold in one (1) parcel.

