

This Instrument Prepared by (record and return to):

Attn: Office of the Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036
Telephone: (305) 664-6418

Doc# 2218036
Bk# 2961 P# 1990

THE NOTE AND THE MORTGAGE SECURING THE NOTE ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), F.S.

ISLAMORADA, VILLAGE OF ISLANDS
MORTGAGE DEED

This Mortgage is made this 1 day of NOV, 2019, between the Mortgagor, Jose Luis Hernandez, IV and Ashley Marie Chavez, husband and wife ("Borrower,") and the Mortgagee, ISLAMORADA, VILLAGE OF ISLANDS, a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, Florida 33036 (herein the "Lender.").

WHEREAS, the Borrower has applied to the Lender for a loan from Islamorada, Village of Islands (the "Village" or "Lender") First Time Homebuyer Down Payment Assistance Program in the original principal amount of \$10,000.00, the "Loan".

WHEREAS, the Borrower is indebted to Lender in the principal sum of (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated **May 1, 2019**, (herein "Note,").

WHEREAS, payment of principal shall be deferred for a term of ten (10) years from the date of the Borrower's Promissory Note. For each full year during which Borrower occupies the dwelling unit as my primary homesteaded residence, the balance of the loan shall be reduced in increments of up to \$1,000.00 per year for a maximum reduction of up to ninety percent (90%) of the total loan amount.

WHEREAS, upon the sale of the property, Borrower shall repay the Village the sum of \$1,000.00, at which time the Village shall deem the subordinate mortgage satisfied and the Village shall release the lien on the property.

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note: the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage: and the performance of the covenants and agreements of the Borrower herein contained the Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Monroe, State of Florida:

Legal description: SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Which has the address of

(herein the "Property Address:")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Participant, and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and

demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment Requirements.** Payment of principal shall be deferred for a term of ten (10) years from the date of this Note. For each full year in the program during which I occupy the dwelling unit as my primary homesteaded residence, the balance of the loan shall be reduced in increments of up to \$1,000.00 per year for a maximum reduction of up to ninety percent (90%) of the total loan amount.

Should I maintain and own the property for ten (10) years from the date of this Promissory Note, the subordinate mortgage shall remain on the property until such time that the property is sold. Upon the sale of the property, I shall repay the Village the sum of \$1,000.00, at which time the Village shall deem the subordinate mortgage satisfied and the Village shall release the lien on the property.

In the event that within ten (10) years of the date of this Promissory Note, I sell, transfer, give, convey by voluntary act, or involuntarily convey by operation of law or otherwise, or if I am divested of title by judicial sale, levy or other proceeding or if a foreclosure action is instituted against my home or if I rent or lease my home, then I agree to immediately pay the entire sum due under this Note.

In the event that the sole owner dies or both/all owners die within the ten (10) year loan period, repayment of the loan will be required by the estate(s). Any heir may assume the loan provided they can obtain title to the entire property within one (1) year of the death of the last surviving homeowner and, the first mortgagee consents to the assumption of their loan and the affordability period remains intact.

2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of any prior Mortgage and to all advances heretofore made. The Borrower shall perform all of the Borrower's obligations under any prior Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may require and in such amounts and for such period as the Lender may require.
 - a. The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.
 - b. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
4. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Borrower shall keep the Property in good repair and shall not

commit or permit waste, impairment or deterioration of the Property. Borrower shall comply with all existing and future laws, regulations, ordinances, and orders of governmental authorities having jurisdiction over the Property.

5. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Lender's interest in the Property. Then the Lender, at the Lender's option upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property.
 - a. Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Lender to incur any expense or take any action hereunder.
6. **Inspection.** The Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause to the Lender's interest in the Property.
7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any mortgage, deed of trust or to the security agreement with a lien that has priority over this Mortgage.
8. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in a manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns for the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
10. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in the Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Notes as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at 86800 Overseas Highway, Islamorada, Florida 33036 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

- 11. Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict provision, and to this and the provisions of this Mortgage or the Note that can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 12. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 13. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other agreement that Borrower enters into with the Participant, the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, as assignment of any rights, claims or defenses that Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.
- 15. Acceleration.** Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.
- 16. Remedies.** Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for the First Time Homebuyer Down Payment Assistance Program Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding.

Prior to taking any defaults action including acceleration of this Mortgage, the Lender shall give notice to senior lien holders and to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the nonexistence of a default or any other defensive of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

- 17. Borrower's Right to Reinstate.** Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums that would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all

reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

a. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. Release. Upon satisfaction of the conditions and terms of the note secured by this mortgage, including but not limited to payment of all sums there under, Lender shall release this Mortgage without charge to Borrower.


20. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.


IN WITNESS WHEREOF, the Borrower has executed this Mortgage.


NOTICE TO BORROWER
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN

Signed, sealed, and delivered in the presence of:


Witness Signature
Printed Name: Nidia Rodriguez


Jose Luis Hernandez, IV


Witness Signature
Printed Name: Pamela Setchell

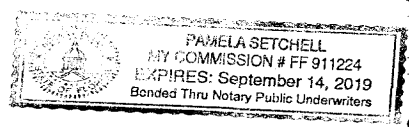

Ashley Marie Chavez

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing was acknowledged before me this 1 day of May 2019 by Jose Luis Hernandez, IV and Ashley Marie Chavez, who are personally known to me or who has produced a valid driver license as identification and who did not take an oath.


Notary Signature

SEAL



Printed Name: Pamela Setchell

Commission Number: _____

Exhibit "A"

Unit #6 being a portion of the community described as Lot 14 and the Easterly 107 feet of Lot 13, Block 8, Plantation Beach, according to the Plat thereof, as recorded in Plat Book 2, at Page 76, of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Commencing at the intersection formed by the Northwesterly right of way line of the Overseas Highway with the dividing line between Lots 14 and 15, Block 8 of said Plantation Beach; thence run N.60°04'00"W. along said dividing line between Lots 14 and 15 for a distance of 168.86 feet to the Southwesterly corner of said Lot 14; thence run N.29°56'00"E., along the Northwesterly line of said Lot 14 for a distance of 10.65 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue N.29°56'00"E. along said Northwesterly line for a distance of 70.09 feet to the most Northerly corner of said Lot 14; thence run S.60°04'00"E. along the Northeasterly line of said Lot 14 for a distance of 85.00 feet; thence run the following: S.29°56'00"W., 12.00 feet; N.60°04'00"W., 37.28 feet; S.29°56'00"W, 15.36 feet; N.60°04'00"W., 5.06 feet; S.29°56'00"W., 5.18 feet; S.87°41'45"W., 50.43 feet, back to the Point of Beginning.