AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 8, 2021 5:15 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVE MINUTES

A. Regular meeting held September 17, 2020

3. RESOLUTIONS:

A. Resolution of the Carver Heights/Montclair Area Community Development Agency of the City of Leesburg, Florida, authorizing the Chairman and secretary to execute a Corporate Warranty Deed in favor of Willie Ruth Grimsley to convey a vacant parcel for development of a single-family home, in Lake County, Florida, pursuant to the In-Fill Housing Program; and providing an effective date.

4. ROLL CALL:

5. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

DRAFT
MINUTES OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY
THURSDAY, SEPTEMBER 17, 2020

The Carver Heights/Montclair Area Community Redevelopment Agency held a regular meeting Thursday, September 17, 2020. Chairperson Dennison called the meeting to order at 5:00 p.m. with the following members present:

Commissioner John Christian
Commissioner Ericka Jasper
Commissioner Mike Pederson
Commissioner Dan Robuck
Chairperson Elise Dennison

Commissioner Jay Hurley was absent. Others present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Chairperson Dennison gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

APPROVED MINUTES OF CARVER HEIGHTS/MONTCLAIR CRA MEETING HELD MAY 26, 2020

Commissioner Christian moved to approve the minutes of the meeting held May 26, 2020, and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Jasper	Yes
Chairperson Dennison	Yes

Five yeas, no nays, the Commission approved the minutes.

ADOPTED RESOLUTION 90 APPROVING THE AMENDED FISCAL YEAR 2019-20 BUDGET

Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

> RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA, APPROVING THE AMENDED FISCAL YEAR 2019-20 BUDGET; APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Chairperson Dennison requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Jasper	Yes
Commissioner Pederson	Yes
Chairperson Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 91 APPROVING THE FISCAL YEAR 2020-21 BUDGET

Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

> RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA, APPROVING THE FISCAL YEAR 2020-21 BUDGET; APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Chairperson Dennison requested comments from the Commission and the audience. There was none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Jasper	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Chairperson Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

ROLL CALL:

The Commission had nothing further to discuss.

ADJOURN:

The meeting adjourned at 5:05 p.m.

____
John Christian, Chairperson

ATTEST:

____
City Clerk / Secretary

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	3.A.
Meeting Date:	February 8, 2021
From:	Ken Thomas, (Housing Director)
Subject:	Resolution of the Carver Heights/Montclair Area Community Development Agency of the City of Leesburg, Florida, authorizing the Chairman and secretary to execute a Corporate Warranty Deed in favor of Willie Ruth Grimsley to convey a vacant parcel for development of a single-family home, in Lake County, Florida, pursuant to the In-Fill Housing Program; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the vacant lot conveyance to Willie Ruth Grimsley for development of a single family home consistent with the Memorandum of Understanding.

Analysis:
The City of Leesburg and Homes In Partnership entered into a Memorandum of Understanding (MOU) on February 13, 2017 to facilitate an In-Fill Housing Program. The Public/Private Partnership was created to leverage private funding that would help potential applicants with access to mortgage funding, credit readiness, and guidance throughout each phase of the homebuying process.

The homebuyer will have a $10,000 second mortgage attached to their property for five (5) years that will be forgivable five years after the date of execution of the land conveyance. The second mortgage shall be reduced each year automatically by $2,000.00 over a period of five years as long as the homebuyer remains in the home.

Procurement Analysis:
N/A

Options:
1. Approve the resolution to convey the vacant lot pursuant to the request from Homes In Partnership to build a single family home for Willie Ruth Grimsley; or
2. Such alternative action as the Board may deem appropriate.

Fiscal Impact:
Promissory note of $10,000 forgivable after five years.

Submission Date and Time:

RESOLUTION NO. ___________

RESOLUTION OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A CORPORATE WARRANTY DEED IN FAVOR OF WILLIE RUTH GRIMSLEY TO CONVEY A VACANT PARCEL FOR DEVELOPMENT OF A SINGLE-FAMILY HOME, IN LAKE COUNTY, FLORIDA, PURSUANT TO THE IN-FILL HOUSING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Chairman and secretary are hereby authorized to execute a Corporate Warranty Deed in favor of Willie Ruth Grimsley for development of a single-family home located on a vacant parcel described as Lots 7 and 8 Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page (s) 13, of the Public Records of Lake County, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the Carver Heights/Montclair Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held the 8th day of February 2021.

____
Mayor

ATTEST:

____
City Clerk

Prepared by:
Nancy Carpenter, an employee of
Apple Title, Ltd.,
2752 Dora Avenue
Tavares, Florida 32778

File Number: C20-265

Corporate Warranty Deed

This Indenture, made ________________ , 2021 A.D.
Between Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency, whose post office address is: P.O. Box 490630, Leesburg, Florida 34749, Grantor and **Willie Ruth Grimsley, an unmarried woman,** whose post office address is: 1416 Griffin Road #36, Leesburg, Florida 34748, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten Thousand dollars & no cents, ($10,000.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to wit:

Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.

In addition to conveying the real property aforementioned, Grantor does hereby release and convey all minereal rights and reservations Grantor would otherwise have reserved under 270.11 Fla. Stat. (2016), pursuant to a Resoluton adopted by the City Commision of the City of Leesburg, Florida, authorizing such release and conveyance.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **22-19-24-0800-00G-00700**

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency

Signed and Sealed in Our Presence:

By:____
John H. Christian
Its: Board Chairman

____
Witness Print Name:____

By:____
J. Andi Purvis
Its: City Clerk

____
Witness Print Name:____

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of physical presence, this _______ day of __________________, 2021, by John H. Christian, the Board Chairman and J. Andi Purvis, the City Clerk of Community Redevelopment Agency for the Carver Heights/Montclair Area a/k/a Carver Heights/Montclair Community Redevelopment Agency, on behalf of the corporation. He/She is personally known to me or has produced a driver's license as identification.

____(Seal)
Notary Public
Notary Printed Name: ____

My Commission Expires:

Prepared/Return to:
Cristina Perez
Apple Title, Ltd.
2752 Dora Avenue
Tavares, Florida 32778
C20-265

HOMES IN PARTNERSHIP, INC. SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE executed this ____________________________ by **Willie Ruth Grimsley, an unmarried woman** (jointly and severally, if more than one, referred to as "Mortgagor") to **The City of Leesburg, Florida, a Florida Municipal Corporation** ("Mortgagee") with a mailing address of PO Box 490630, Leesburg, Florida 34749.

WITNESSETH

That for good and valuable consideration, and also in consideration of the aggregate sum named in the Subordinate Mortgage Note of even date herewith and attached as Exhibit "A"hereto (the "Note"), hereinafter described, Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto Mortgagee all the certain land of which Mortgagor is now seized and in possession situated in Lake County, Florida (the "Mortgaged Property"), more particularly described as:

Lots 7 and 8, Block G, Liberia, according to the map or plat thereof, as recorded in Plat Book 9, Page(s) 13, of the Public Records of Lake County, Florida.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditatments, easements, and appurtenances thereto belonging, and the rents, issues and profits thereof, unto Mortgagee, in fee simple.

AND, Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has good right and lawful authority to convey the mortgaged property as aforesaid; that Mortgagor will make such further assurances to perfect the fee simple title to the mortgaged property in Mortgagee as may reasonably be required; that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever; and that the mortgaged property is free and clear of all encumbrances except:

A valid first mortgage creating a superior lien on the mortgaged property, approved by Mortgagee in favor of USDA/Rural Housing Services ("First Mortgage"), whose address is 2441 NE 3rd Street, Suite 204, Ocala, Florida 34470.

UNIFORM COVENANTS. Mortgagor and Mortgagee covenant and agree as follows:

1. COMPLIANCE WITH TERMS OF PROMISSORY NOTE AND MORTGAGE. Mortgagor shall pay to Mortgagee the monies due under the terms of the promissory note, of even date, hereinafter substantially copied or identified, to-wit (the "Note"): SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and/or Mortgage. Should Mortgagor perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants under the Note and Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

If each and every one of the agreements, stipulations, conditions, and covenants of the Note and of this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in the Note, and 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 the Note or Mortgage to the contrary notwithstanding. Failure by Mortgagee to exercise any of the rights or options under the Note or Mortgage accrued or thereafter accruing.

Provided that, as provided in the Note, no payments shall be required under this Mortgage as long as the mortgaged property remains occupied by Mortgagor as Mortgagor's primary residence, and the mortgaged property is not conveyed or transferred, rented, leased, or subleased for a period of five (5) years, then this Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable.

2. REAL PROPERTY TAXES AND ASSESSMENTS; WASTE; REPAYMENT OF EXPENSES INCURRED BY MORTGAGEE. Mortgagor hereby further covenants and agrees to pay promptly when due all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the mortgaged property, neither permit, commit nor suffer waste, impairment or deterioration of the mortgaged property or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by Mortgagee because of the failure of Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of the Note and Mortgage, or either. In the event Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of the Note and Mortgage, or either, 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 the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

3, FIRST MORTGAGE; CHARGES; LIENS. Mortgagor shall perform all of the obligations under the First Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the mortgaged property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

Except for the lien of the First Mortgage, Mortgagor shall promptly discharge any other lien which shall have attained priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. Except for the lien of the First Mortgage, if Mortgagee determines that any part of the mortgaged property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Any default in any mortgage note or lien of record, including, but not limited to the Note and the First Mortgage approved herein, shall constitute a default under this Mortgage. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing Mortgagee to declare a default.

4. SUBORDINATION. Mortgagee and Mortgagor acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or (b) constructing, renovating, repairing, furnishing, installing fixtures

or equipping the mortgaged property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the mortgaged property is low or moderate income households or otherwise restricting the Mortgagor's ability to sell the mortgaged property shall have no further force or effect on subsequent owners or purchasers of the mortgaged property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), in receiving title to the mortgaged property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the mortgaged property fee and clear from such restrictions.

Further, if the holder of the First Mortgage acquires title to the mortgaged property pursuant to a deed i lieu of foreclosure, the lien of the holder's Mortgage shall automatically terminate upon the acquisition of title, provided that (i) Mortgagee has been given written notice of a default under the First Mortgage and (ii) Mortgagee shall not have cured the default under the First Mortgage within the 30 day period provided in such notice sent to Mortgagee.

5. HAZARD OR PROPERTY INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts not less than the original principal balance of the Note. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagee fails to maintain coverage described above, Mortgagee may, at Mortgagee's option, obtain coverage to protect Mortgagee's rights in the mortgaged property.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgagee clause. All requirements hereof pertaining to insurance shall be deemed satisfied if the Mortgagor complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the holder of the First Mortgage; provided, however, Mortgagee may be named as an additional insured. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee a copy of all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier, the holder of the First Mortgage and Mortgagee. Mortgagee may make proof of loss if not made promptly by holder of the First Mortgage or the Mortgagor.

Unless Mortgagor and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the mortgaged property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due with any excess paid to Mortgagor. If Mortgagor abandons the mortgaged property, or does not answer within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagor may use the proceeds to repair or restore the mortgaged property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when the notice is given.

Notwithstanding the above, Mortgagor's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the holder of the First Mortgage to collect and apply such proceeds in accordance with the First Mortgage.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the mortgaged property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of the First Mortgage.

In the event of a total taking of the mortgage property, the proceeds shall be applied to the sums secured by this Mortgagee, whether or not then due, with any excess paid to Mortgagor. In the even of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the mortgaged property immediately before the taking. Any balance shall be paid to Mortgagor. In the event of a partial taking of the mortgaged property in which the fair market value of the mortgaged property immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the mortgaged property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the mortgaged property or to the sums secured by this Mortgage, whether or not then due.

7. PROTECTION OF THE MORTGAGED PROPERTY; LOAN APPLICATION; LEASEHOLD. Mortgagor shall be in default if any forfeiture action or proceedings, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the mortgaged property or otherwise materially impair the lien created by this Mortgage or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Mortgagor's occupancy of the mortgaged property as a principal residence and (ii) Mortgagor's income. If Mortgagor acquires fee title to the mortgaged property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Mortgagor acknowledges that the mortgaged property is subject to certain use and occupancy restrictions (which may be further evidenced by a separate agreement recorded in the land records where the mortgaged property is located).

8. PROTECTION OF MORTGAGEE'S RIGHTS IN THE MORTGAGED PROPERTY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgagee's rights in the mortgaged property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the mortgaged property and Mortgagee's rights in the mortgaged property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage (including sums secured by the First Mortgage), appearing in court, paying reasonable attorneys' fees and entering on the mortgaged property to make repairs. Although Mortgagee may take action under this paragraph, Mortgagor does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph shall become additional debt to Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at highest legal rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

Mortgagee and Mortgagor further agree that a default hereunder shall constitute a default under the First Mortgage. In the event of a default hereunder, the holder of the First Mortgage shall have the right to exercise all rights and remedies under the First Mortgage.

9. INSPECTION. Mortgagor or its agent may make reasonable entries upon and inspections of the mortgaged property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the mortgaged property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

11. TRANSFER OF MORTGAGED PROPERTY OR BENEFICIAL INTEREST. Except for a conveyance to the holder of the First Mortgage under the terms of the First Mortgage, if, prior to the expiration of a ten (10) days commencing on the date of this Mortgage, all or any part of the mortgaged property or any interest in it is sold, conveyed, or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent (including a transfer of all or any part of the mortgaged property to any person who, at initial occupancy of the mortgaged property, does not use the mortgaged property for permanent residence), Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor and the holder of the First Mortgage prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Notwithstanding Mortgagee's right to invoke any remedies hereunder, as provided herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least thirty (30) days' prior written notice.

The Mortgagor and Mortgagee agree that whenever the Note or this Mortgage gives Mortgagee the right to approve or consent with respect to any matter affecting the mortgaged property (or construction of any improvements thereon) or otherwise (including the exercise of any "due on sale" clause), and a right of approval or consent with regard to the same matter is also granted to the holder of the First Mortgage pursuant to the First Mortgage, the holder of the First Mortgage's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Mortgagor and Mortgagee.

12. HAZARDOUS SUBSTANCES. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the mortgaged property. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged property that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the mortgaged property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the mortgaged property and any hazardous substance or environmental law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by an governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the mortgaged property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with environmental law. Prior to taking any such remedial action, however, the Mortgagor shall notify the holder of the First Mortgage that such remedial action is necessary and shall obtain the written consent of the holder of the First Mortgage for such remedial action.

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "environmental law" means federal laws and laws of the jurisdiction where the mortgaged property is located that relate to health, safety or environmental protection.

13. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor (a) pays Mortgagee all sums which then would be due under this Mortgage and Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements or First Mortgage; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to court costs, service of process and reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the mortgaged property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration prompted by Mortgagor's default under the provisions of paragraph 11.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

14, ACCELERATION; REMEDIES. Mortgagee shall give notice to Mortgagor and the holder of the First Mortgage prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date of the notice is given to Mortgagor (and with respect to the the holder of the First Mortgage, thirty (30) days from the date the notice is given to the holder of the First Mortgage), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the mortgaged property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured by Mortgagor on or before the date specified in the notice, and the holder of the First Mortgage has not exercised its rights to cure the default, then Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Mortgagee's right to invoke any remedies herein, Mortgagee agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holder of the First Mortgage at least sixty (60) days' prior written notice. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

15. RELEASE. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

16. SUCCESSORS AND ASSIGNS BOUND. This Mortgage shall inure to the benefit and bind the heirs, legal representatives, assigns and successors of Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

____

____
Willie Ruth Grimsley

____
Printed Name of Witness

____

____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______________________, by means of physical presense, by Willie Ruth Grimsley, who are personally known to me ____ or who produced a Driver License as identification.

____
Notary Public
Printed Name of Notary:
My Commission Expires:

EXHIBIT A

MORTGAGE NOTE

$10,000.00 ___________________ , 2021
Leesburg, Florida

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay to THE CITY OF LEESBURG, FLORIDA (which together with its successors and assigns is called "Payee"), a Florida municipal corporation, or order, the manner herein specified, the sum of $10,000 (value of vacant land), in the manner specified herein. The principal shall be payable in lawful money of the United States of America to the Payee at P.O. Box 490630, Leesburg, Fl 34749-0630, or at such a place as may hereafter be designated by written notice from Payee to the maker hereof. This promissory Note and the mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this promissory note. Repayment of this promissory Note shall take place in the following manner:

If a default occurs under the terms of this promissory Note and/or mortgage securing repayment thereof, the indebtedness created hereunder shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.

The indebtedness created hereunder shall be permanently forgiven five (5) years after the date of execution of this promissory note. The purpose of this provision is to ensure that the property subject to the lien of the mortgage is owner-occupied for a period of at least five (5) years. The indebtedness shall be reduced automatically by 10% of the outstanding principal on an annual basis which shall begin one year and one month from the date of the closing or when the maker takes occupancy of the subject property, whichever is the last to occur.

For the affordability period of five (5) years commencing on the date of the transfer of the Property to Owner, the Property may only be sold to homeowners whose household income does not exceed 120% of the Local Area Median Income.

The maker of this promissory Note will be required to pay to the Payee 100% of the reduced amount owed when he/she sales (to a buyer whose income exceeds the 120% income limit), transfers, rents, refinances or no longer occupies the property within five (5) years, which shall begin upon execution of this Note and end at midnight five (5) years from said date. If the mortgaged property is sold, transferred or ceases to be used for an eligible redevelopment activity and/or use as provided for in the In-Fill Lot guidelines and all applicable Titles of the guidelines within a period of five (5) years after the effective date of this Note, the Maker shall repay to Payee a sum equal to the full amount of the promissory Note, as set forth above, subject to the availability based on net proceeds. Net proceeds are defined as the amount available from the sale, less non-redevelopment debt recorded prior to the date of Subordinate Mortgage, and closing costs. If the amount of net proceeds is not sufficient to repay the entire Note amount, then the amount to be repaid shall be as follows: Net proceeds amount multiplied (x) by fifty-percent (.50) equals = amount due to Payee.

EXHIBIT A

This promissory note incorporates, and is incorporated into, the subordinate mortgage, of even date ("Subordinate Mortgage") creating a lien on real property located in Lake County, Florida, as further described therein ("mortgaged property").

DEFAULT -The maker of this promissory Note, or his or her successors, shall be in default under anyone of the following conditions:

1. Any sale of the mortgaged property within five (5) years of the execution of this promissory Note, by maker or maker's successors. Note: This applies to any sale.

2. Leasing, renting or refinancing of the mortgaged property within five (5) years of the date of execution of this promissory Note and Subordinate Mortgage.

3. The destruction or abandonment of the mortgaged property by maker or maker's successors.

4. Failure to pay applicable property taxes and assessments on the mortgaged property.

5. Failure to maintain adequate hazard insurance on the mortgaged property and improvement located thereon.

6. Failure to comply with the terms and conditions of the accompanying Subordinate Mortgage.

7. Failure to comply with the terms and conditions of the First Mortgage creating a lien on the mortgaged property, as described in Subordinate Mortgage.

CONSEQUENCE OF DEFAULTS. Default under this promissory Note will trigger an acceleration of the remaining principal balance evidenced herein and secured by Subordinate Mortgage, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of default until the date of full payment, at the highest legal rate applicable. Holder's failure to exercise the default provision under this promissory Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This promissory Note is secured by a mortgage on real property made by the maker in favor of the Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of the said Subordinate Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this promissory Note or default hereunder, or under Subordinate Mortgage, counsel shall be employed to collect this promissory Note or to protect the security of the Subordinate Mortgage.

EXHIBIT A

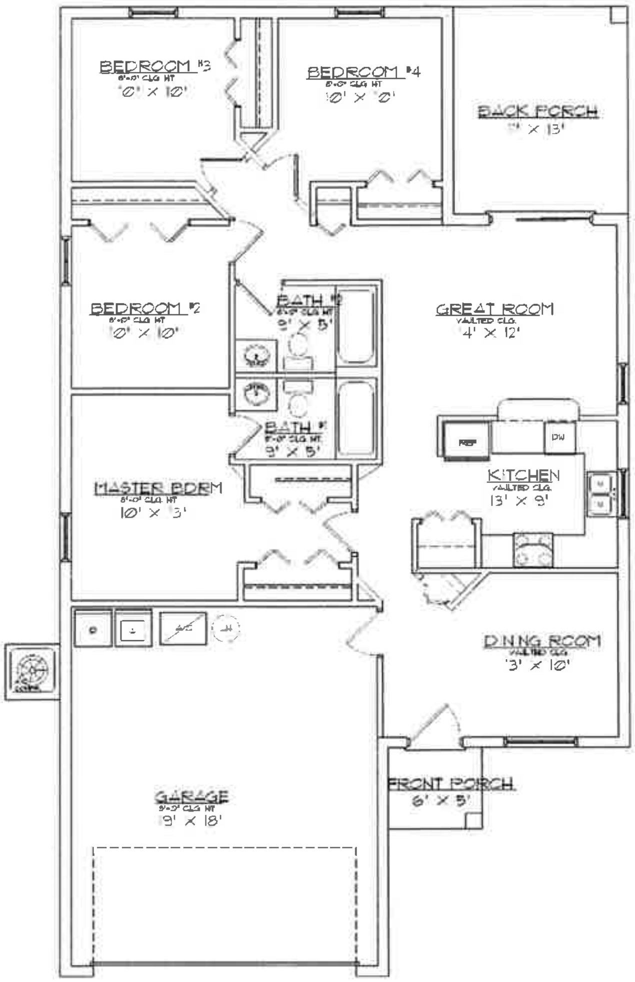
Whenever used herein the term "holder", "maker", or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note on the ________ day of __________________________ , 2021.

Applicant Name: ____

Willie Ruth Grimsley

Homes In Partnership, Inc



MODEL 1279

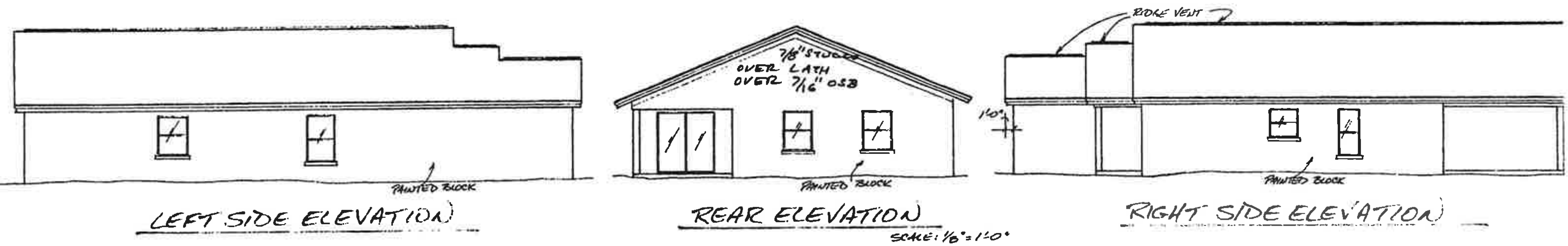
Sq. Ft. 1279
4 Bedroom
2 Bathroom
2 Car Garage

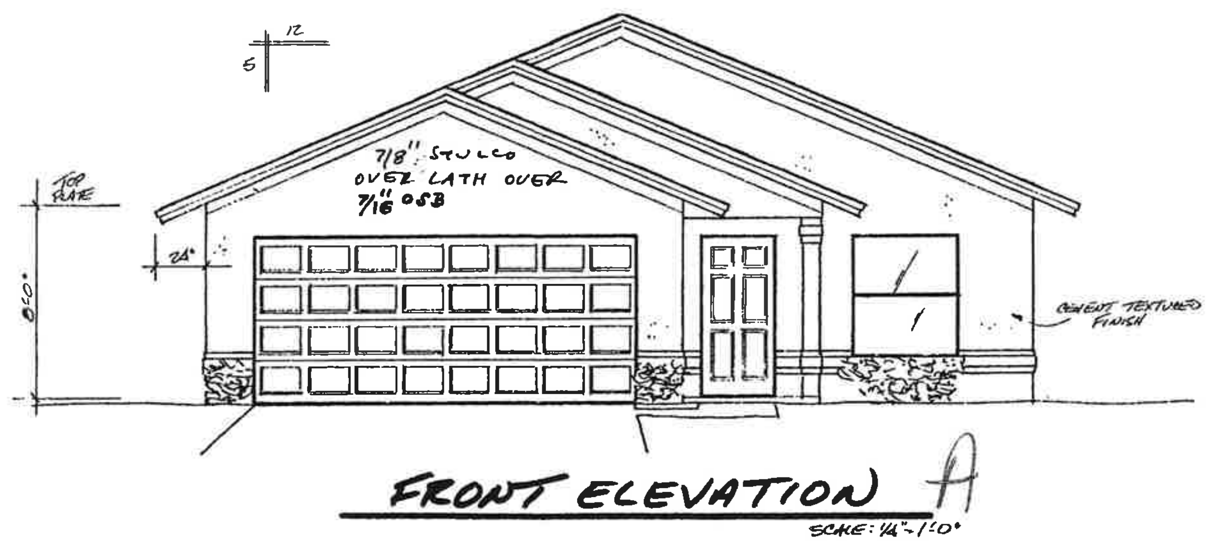
Elevation A

Homes in Partnership, Inc. reserves the right to make functional / aesthetic modifications; select roof layout , and determine if garage is left or right .

EQUAL HOUSING

ENERGY STAR





NOTE:
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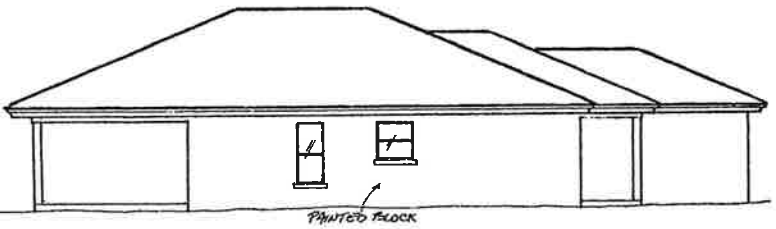
TO MEET OR ... THE 100 MPH
WIND LOAD REQ...EMENTS OF SEC
1606 OF THE STANDARD BUILDING
CODE 1997 EDITION

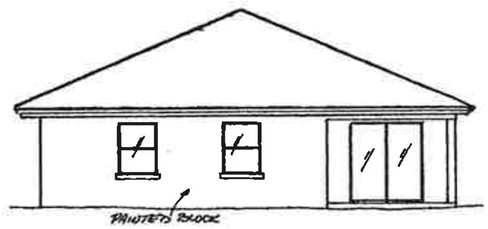
T.S. Chehal
Licensed Professional Engineer
531 S. S.R. 434
Altamonte Springs, FL 32714
(407)521-5557
FAX(407)521-5434
PE 0060748

ALPINE HOME DES
A. J. CHMIELEWSKI, JR.
LONGWOOD, FL 32779
407-774-8202

HOMES ... PARTNER
... A, FL
DAT ...-24-00 DWG. NO. OC
SHEET 2 OF 5

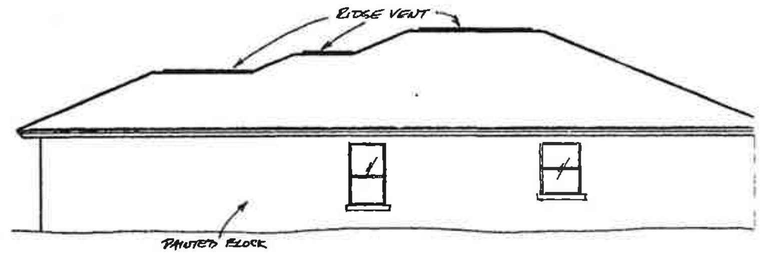


LEFT SIDE ELEVATION



REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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... A, FL

DATE: 9-00 DWG. NO 00

SHEET 7 OF 5