



INSTR 20030315113
OR BK 06944 PG 0648
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
06/06/2003 11:37:15 AM
REC FEE 69.00

INSTR 20030290917
OR BK 06927 PG 3520
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/28/2003 08:29:52 AM
MTC DOC TAX 875.00
INTANG TAX 500.00
REC FEE 60.00

CITY OF ORLANDO
STATE HOUSING INITIATIVES PARTNERSHIP
DEFERRED LOAN AGREEMENT
Grand Avenue Economic Community Development Corp.

PREPARED BY AND RETURN TO:

Lisa R. Pearson
Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
Phone: (407) 246-2295

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS MORTGAGE IS BEING RE-RECORDED TO INCLUDE EXHIBIT "B" - DOCUMENTARY STAMPS AND INTANGIBLE TAX WERE PREVIOUSLY PAID AND ARE NOT DUE HEREON.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, (herein "Mortgage") is made this 14TH day of MAY, 2003, between the Mortgagor, **Grand Avenue Economic Community Development Corp.**, a Florida non-profit corporation, with a principal address of 5104 N. Orange Blossom Trail, Suite 206, Orlando, FL, 32810 (herein "Borrower") and the Mortgagee, **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, FL 32801 (herein "Lender").

WHEREAS, Borrower has entered into a State Housing Initiatives Partnership (herein "SHIP") Deferred Loan Agreement (the "Loan Agreement") with the Lender, a copy of which is on file in the City Clerk's office and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower SHIP funds in exchange for the rehabilitation and rental to Eligible Persons at Affordable rents seventy-two (72) units on the Property as more fully described in the attached **Exhibit "A"** (herein the "Property"); and,

WHEREAS, to ensure that Units are rehabilitated on the Property and are subsequently rented to Eligible Persons at Affordable rents, Borrower has executed in favor of Lender a note in the principal sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), a copy of which is attached as **Exhibit "B"**, with the balance of the indebtedness, if not sooner paid, due and payable as provided in the Note on May 30, 2019.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon as provided in the Note, and all renewals, extensions and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in a City of Orlando SHIP Promissory Note between Lender and Borrower of even date herewith; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the SHIP Loan Agreement between the City of Orlando and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey, and assign to Lender the Property described in **Exhibit "A"**.

Together with all buildings, improvements, and tenements now or hereafter erected on the Property, and all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock appurtenant to the Property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, all machinery, apparatus, equipment, fittings, fixtures, and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property, all additions thereto, and all substitutions and replacements therefore, but specifically excluding all fixtures, equipment, machinery, furniture and other items of tangible personal property owned by tenants or guests occupying buildings on the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note in accordance with its terms and grants Lender a lien on the Property to secure repayment of the Note. However, if Borrower complies with all of the terms of this Mortgage and Loan Agreement until May 30, 2019 or the end of the term of the Affordability Period, whichever is later, Lender shall tender a Satisfaction of Mortgage.

2. **Payment of Taxes, Claims and Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property, by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property.
3. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require in a sum of not less than fair market value of the Property and for such periods as Lender shall require. All premiums on insurance policies shall be paid, by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

4. **Preservation and Maintenance of the Property.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions, and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall operate and maintain the Property in a manner to ensure compliance with applicable HUD, HOME Program regulations (i.e. 24 CFR Part 92) and SHIP Program regulations (i.e. §420.907, et. seq., Florida Statutes, and Rule 67-37 Florida Administrative Code, and (g) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

5. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.
6. **Protection of Lender's Security.** If the Borrower fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or fails to pay when due any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the Property or the title thereof, the Lender, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding, and take such action as the Lender deems advisable.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.
7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property.
8. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable SHIP regulations and all applicable federal and state regulations, and copies of all written contracts, leases and other documents which affect the Property, including income verification and rental information on each tenant to verify rental to Eligible Persons at Affordable Rents. Such books, records, contracts, leases and other documentation shall be subject to examination and inspection at any reasonable time by Lender.
9. **Condemnation.** Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing.

Borrower shall apply such awards, payments, proceeds or damages, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

10. **Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefore, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.
11. **Forbearance by Lender not a Waiver.** Any forbearance by Lender in exercising any right hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage, nor shall Lender's receipt of any awards, proceeds or damages operate to cure or waive Borrower's default in payment of sums secured by this Mortgage.
12. **Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items. In exercising any of said remedies Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or

together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

13. **Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
14. **Acceleration in Case of Borrower's Insolvency.** To the fullest extent permitted by law, if Borrower shall voluntarily file a petition under the Bankruptcy Code, as same may from time to time be amended, or under any similar or successor statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a bankruptcy court or similar court, or if Borrower shall make an assignment for the benefit of creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within ten days, then Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted in this Mortgage. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Mortgage.
15. **Transfers of the Property; Assumption.** Except as set forth herein, if all or any part of the Property or an interest is sold or transferred by Borrower without Lender's prior written consent, the Lender may, at Lender's option declare all of the sums secured by this Mortgage to be immediately due and payable and terminate all further funding. All Seventy-Two (72) Units on the Property shall be rented to Eligible Persons at Affordable rents as defined in the Loan Agreement and must be rented to Very Low Income Persons whose income does not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Area's Median Income as determined by HUD, FHFC and the Lender. The tenant's rent must be "Affordable" as established by FHFC and approved by the City. Affordability is achieved when the monthly rental payment does not exceed thirty percent (30%) of the Annual Gross Income of a family with an income that is Adjusted for Family Size for the households qualifying under the definition of Very Low Income. Sale of any part of the Property or rental to non-Eligible Persons is strictly prohibited and shall result in Lender declaring an immediate default. Upon default, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
16. **Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent, or other approval (collectively, "notices" and singly, "notice") given under the Note, the Mortgage, and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of this Mortgage, and if to Lender at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested,

postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

17. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
18. **Governing Law and Severability.** This Mortgage shall be governed by the law of the state of Florida. In the event that any provision 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 provisions, and to this end the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.
19. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.
20. **Waiver of Marshalling.** Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest subordinate to the Lender's security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

21. **SHIP Loan Agreement.** Borrower agrees to comply with the covenants and conditions of the SHIP/GAECDC Loan Agreement between Borrower and Lender which is hereby incorporated by reference herein and made a part of this Mortgage. The definitions set forth in the SHIP Loan Agreement are specifically incorporated herein by reference.
22. **Appointment of Receiver; Lender in Possession.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.
23. **Event of Default; Remedies.** Each of the following shall constitute an Event of Default under this Mortgage:
 - (a) GAECDC's failure to make any payment under this Mortgage, the Note or any other documents executed in connection with this loan, when the same shall become due and payable and such failure to pay continues for ten (10) days after written notice thereof is sent by Lender to Borrower;
 - (b) GAECDC's failure to perform and comply with all SHIP regulations and regulations governing applicable HOME provisions as described in 24 CFR Part 92;
 - (c) GAECDC's failure to punctually and properly perform and comply with all covenants and agreements, and terms contained in this Mortgage, the Loan Agreement, Note or Declaration of Restrictive Covenant or any other documents executed in connection with this loan, including, but not limited to, GAECDC's failure to rent the Property to Eligible Persons at Affordable rents, as set forth in the Loan Agreement and such failure continues for a period of thirty (30) days following notice thereof, by Lender to Borrower.
 - (d) GAECDC at any time makes any material omission or representation in any certification or communication to the City in an effort to induce the making of this loan or the administration thereof and is determined by the City to be false, misleading, or incorrect in any material manner.

Upon the occurrence of any Event of Default or breach of this Mortgage, the City, at its option, shall be free to retain undispersed funds, terminate the Loan Agreement, accelerate the loan, which shall become and be immediately due and payable, and exercise all rights and remedies available to it under the terms of this Mortgage, or any documents executed in connection with the loan, under statutory or common law. GAECDC hereby agrees to repay any loan funds not spent in accordance with this Mortgage. GAECDC further agrees to pay the City any costs and reasonable attorneys' fees expended by the City to enforce the terms of this Mortgage.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

24. **Release.** Upon payment of all sums secured by this Mortgage, or upon forgiveness of all such sums as set forth in the Note, and compliance with the terms of the Loan Agreement, Lender shall execute a Release of Mortgage. Borrower shall pay all costs of recording an appropriate satisfaction or release of lien.
25. **Attorney's Fees.** As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.
26. **Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling, or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of normal household purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property or; (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used for normal household purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as Prohibited Activities or Conditions.

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents, and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions. If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents, and contractors of Borrower and any other persons present on the Property to so comply with, (1) any program of operations and maintenance ("O&M Program") relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M

Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders, or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Borrower shall cooperate with any governmental inquiry, and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender, or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of, or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees, and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees, and cleanup and remediation expenses, whether or not incurred within the context of the judicial

process), arising directly or indirectly from (i) any breach of any representation, warranty, or obligation of Borrower contained in this paragraph, but not for any actions caused by Lender or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials," for purposes of this paragraph, includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law," for the purposes of this paragraph means all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants agreements, indemnities, and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or

occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

27. **Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

**GRAND AVENUE ECONOMIC COMMUNITY
DEVELOPMENT CORP.**

(Corporate Seal)

By: [Signature]
Print Name: REV FRED L. MAXWELL
Title: PRESIDENT CHAIRPERSON OF BOARD

WITNESSES:

[Signature]
Print Name: Helene M. Blum
[Signature]
Print Name: Mary W. Davis

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING MORTGAGE was acknowledged before me this 14 day of MAY 2003, by REV FRED L. MAXWELL, PRESIDENT, on behalf of the Grand Avenue Economic Development Corp., a Florida non-profit corporation. He/She ☒ is personally known to me or ☐ who has produced N/A as identification.



Janice A. DeJulio
MY COMMISSION # CC956516 EXPIRES
July 23, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: JANICE A. DEJULIO
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S00°33'00"W, 67.23 FEET; THENCE N89°45'46"E, 658.04 FEET; THENCE S00°17'33"W A DISTANCE OF 317.39 FEET TO THE POINT OF BEGINNING; THENCE N89°42'40"E A DISTANCE OF 70.30 FEET; THENCE S00°22'50"E A DISTANCE OF 10.60 FEET; THENCE N89°37'10"E A DISTANCE OF 50.60 FEET; THENCE N00°22'50"W A DISTANCE OF 10.52 FEET; THENCE N89°42'40"E A DISTANCE OF 118.29 FEET; THENCE S00°23'34"E A DISTANCE OF 10.73 FEET; THENCE N89°36'26"E A DISTANCE OF 58.80 FEET; THENCE N00°23'34"W A DISTANCE OF 10.63 FEET; THENCE N89°42'40"E A DISTANCE OF 23.73 FEET; THENCE N56°11'51"E A DISTANCE OF 66.47 FEET; THENCE N89°42'47"E A DISTANCE OF 51.91 FEET; THENCE S00°17'20"E A DISTANCE OF 44.82 FEET; THENCE S89°40'38"W A DISTANCE OF 71.44 FEET; THENCE S00°08'50"E A DISTANCE OF 133.95 FEET; THENCE N89°39'28"W A DISTANCE OF 12.94 FEET; THENCE S00°06'40"E A DISTANCE OF 10.18 FEET; THENCE N89°39'28"W A DISTANCE OF 38.29 FEET; THENCE S41°45'18"W A DISTANCE OF 20.91 FEET; THENCE S68°58'09"W A DISTANCE OF 68.04 FEET; THENCE N89°58'00"W A DISTANCE OF 8.57 FEET; THENCE N00°02'00"E A DISTANCE OF 31.17 FEET; THENCE N88°04'14"W A DISTANCE OF 180.70 FEET; THENCE S82°31'13"W A DISTANCE OF 41.37 FEET; THENCE N00°17'33"E A DISTANCE OF 158.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 59,824 SQUARE FEET OR 1.3734 ACRES MORE OR LESS.

**CITY OF ORLANDO
STATE HOUSING INITIATIVES PARTNERSHIP
DEFERRED LOAN AGREEMENT
Grand Avenue Economic Community Development Corp.**

PROMISSORY NOTE

\$250,000.00

MAY 14, 2003

Orlando, Florida

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corp., the principal sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32801, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) due on May 30, 2019; provided, however, that if the debt evidenced by this Note has not been accelerated before May 30, 2019, and provided that Borrower shall not be in default under the terms of this Note, or under the other Loan Documents, as hereafter defined, then upon the later of May 30, 2019 or the end of the Affordability Period as defined in the State Housing Initiatives Partnership (SHIP) Loan Agreement, the debt evidenced by this Note shall be forgiven in its entirety and marked paid and canceled by Lender.

At the option of the holder hereof, this Note shall become immediately due and payable, upon the occurrence of anyone of the following events: (i) failure to pay any sum when due and such failure continues for ten (10) days after written notice by Lender to Borrower; (ii) any material misrepresentation or material omission or on behalf of Borrower made to holder in connection with this loan; (iii) sale or transfer, whether involuntary or otherwise, of any of the Property which is security for this Note (iv) rental to anyone other than an Eligible Person at Affordable rents, as defined in the Loan Agreement (v) default or breach of any of the terms contained in the Mortgage or other Loan Documents. The holder hereof may exercise this option to accelerate during any default by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, attorney's fees.

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the land located at 3200 W. Colonial Drive on which seventy-two rental units are to be rehabilitated (the "Property") as more fully described in the Mortgage.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the State Housing Initiatives Partnership/GAECDC Loan Agreement ("Loan Agreement"); (iv) Declaration of Restrictive Covenant; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the Loan Agreement, and other Loan Documents for their effect on this Note.

The undersigned represents that the loan evidenced by this Note is being made solely for business, commercial or investment purposes.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, Loan Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, Loan Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

**GRAND AVENUE ECONOMIC COMMUNITY
DEVELOPMENT CORP.**

(Corporate Seal)

By: Rev. Fred L. Maxwell *President*
Print Name: REV. FRED L. MAXWELL
Title: PRESIDENT CHAIRPERSON OF BOARD