

Prepared by, and after recording return to:
Lisa Pearson, Esq.
City of Orlando
City Attorney's Office
400 S. Orange Avenue, 3rd Floor
Orlando, FL 32801

FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT (hereinafter referred to as the "Agreement") dated this ____ day of _____, 2018, by and between and **ONIC- New Palm Grove Gardens, LLC**, a Florida limited liability company, with a principal address of 101 South Terry Avenue, Orlando, FL, 32805 (hereinafter referred to as "ONIC/NPG" or "Borrower") and **Orlando Neighborhood Improvement Corporation, Inc.**, a not-for-profit corporation, with a principal address of 101 South Terry Avenue, Orlando, FL 32805 (hereinafter referred to as "ONIC") and the **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as "City" or "Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered that certain promissory note dated September 14, 2017, in the original principal amount of ***Eight Hundred Seventy-Three Thousand, Six-Hundred Dollars and 00/100 (\$873,600.00)*** (the "Note"), which Note is secured by that certain Mortgage and Security Agreement (the "Mortgage"), recorded October 2, 2017 as Doc# 20170536025 in the Public Records of Orange County, Florida for the purpose of creating a lien on the real property more particularly described in **Exhibit "A"** attached hereto, (hereinafter referred to as the "Property");

WHEREAS, Borrower and Lender desire to modify the due date set forth in the Note and execute this Agreement reflecting the new due date (hereinafter collectively the Note and this Agreement will collectively be referred to as the "Note"); and

WHEREAS, the Mortgage and this Agreement (hereinafter collectively the "Mortgage") secure payment of the Note and certain other obligations more particularly described in the Mortgage.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Borrower and Lender agree as follows:

1. **Recitals.** The above recitals are true and correct, are incorporated herein by reference and are made a part hereof for all purposes.
2. **Due Date.** The due date set forth in the Note is hereby modified to June 30, 2024.

3. **Other Provisions.** Except as set forth in this Agreement, all other terms, conditions, and obligations set forth in the Note and the Mortgage shall remain in full force and effect.
4. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Agreement.
5. **Headings.** The headings of the paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.
6. **Governing Law.** All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed as of the date first set forth above.

ATTEST:

By: _____
Denise Aldridge, City Clerk

CITY OF ORLANDO, FLORIDA,
a municipal corporation organized
and existing under the laws of
the State of Florida

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing First Note and Mortgage Modification Agreement was acknowledged before me this ____ day of _____, 2018, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing document on behalf of the City of Orlando as its true act and deed, that they were duly authorized to do so.

Notary Public
Print Name: _____
My Commission expires: _____

Signed in the presence of Two Witnesses:

Fanieza Ghani
Signature
Print Name: FANIEZA GHANI

Pamela Brathwaite
Signature
Print Name: Pamela Brathwaite

**ONIC - New Palm Grove Gardens,
LLC, a Florida limited liability company (Seal)**

**By: Orlando Neighborhood
Improvement Corporation, Inc.,
a Florida not-for-profit
Corporation, Its Manager**

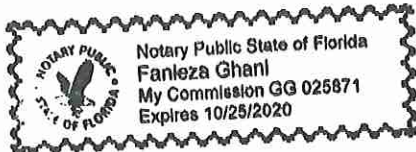
Robert E. Ansley, Jr.
By: ROBERT E. ANSLEY, JR.
President

Date: 10/18/18

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this 22nd day of October, 2018, by **Robert E. Ansley, Jr.**, as President of Orlando Neighborhood Improvement Corporation, Inc., a Florida not-for profit corporation, the sole managing member of ONIC- New Palm Grove Gardens, LLC, a Florida limited liability company. He/She ☒ is personally known to me or ☐ who has produced _____ as identification.



Fanieza Ghani
NOTARY PUBLIC
Print Name: FANIEZA GHANI
My Commission Expires:

Signed in the presence of Two Witnesses:

Fanieza Ghani
Signature
Print Name: FANIEZA GHANI

Pamela Brathwaite
Signature
Print Name: Pamela Brathwaite

**Orlando Neighborhood Improvement
Corporation, Inc., a Florida not-for-profit
Corporation**

Robert E. Ansley, Jr.
By: ROBERT E. ANSLEY, JR.
President

Date: 10/22/18

SIGNATURES CONTINUE NEXT PAGE

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this 22nd day of October, 2018, by **Robert E. Ansley, Jr.**, as President of Orlando Neighborhood Improvement Corporation, Inc., a Florida not-for-profit corporation. He/She ☒ is personally known to me or ☐ who has produced as identification.



Fanieza Ghani
NOTARY PUBLIC
Print Name: FANIEZA GHANI
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2018

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT "A"

**INSTR 20020638259
OR BK 06723 PG 2689**

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2, **PALM GROVE GARDENS**, as recorded in Plat Book 3, page 35, Public Records of Orange County, Florida, also described as:

Commence at the East Quarter (E1/4) corner of Section 20, Township 22 South, Range 29 East; run thence South 0° 02' 52" West, along the East line of said Section 20, a distance of 30 feet for a point of beginning; run thence South 0° 02' 52" West, a distance of 620.67 feet to the Southeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 20; thence North 89° 36' 15" West, a distance of 660.75 feet to the Southwest corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 20; run thence North 0° 05' 15" East, along the East line of Lake Lawne Shores Annex, recorded in Plat Book "W", page 53, Public Records of Orange County, Florida and along the East line of Sunnybrooke Acres, recorded in Plat Book "X", page 149, Public Records of Orange County, Florida, a distance of 622.30 feet to a point 30 feet South of the North line of the Southeast Quarter (SE1/4) of said Section 20, being the South right-of-way line of Country Club Drive; thence South 89° 27' 45" East, a distance of 660.32 feet to the POINT OF BEGINNING.