

PREPARED BY AND RETURN TO:

Lisa R. Pearson
Chief Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
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FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS FIRST NOTE AND MORTGAGE MODIFICATION AGREEMENT (hereinafter referred to as the “Agreement”) dated this ___ day of _____, 2024, by and between **Catholic Charities of Central Florida Housing, Inc.**, (hereinafter referred to as “Borrower”), a Florida non-profit corporation with a mailing address of 1819 N. Semoran Blvd., Orlando, Fl 32807 and the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, FL, 32801 (hereinafter referred to as “Lender”).

W I T N E S S E T H:

WHEREAS, Borrower previously executed and delivered that certain original promissory note dated January 30, 2024, in the original principal amount of **Forty-Two Thousand Two Hundred Fifty Dollars and No Cents (\$42,250.00)** (the “Note”);

WHEREAS, to secure repayment of the Note, Borrower executed and delivered that certain Mortgage and Security Agreement (hereinafter referred to as the “Mortgage”), recorded March 25, 2024, at Document Number 2024017833 in the Public Records of Orange County, Florida, which Mortgage encumbers property more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Property”);

WHEREAS, Borrower has requested Lender to make certain amendments to the Note and Mortgage to grant additional time for rehabilitating the Property;

WHEREAS, the Mortgage, as amended by this First Note and Mortgage Modification Agreement (herein collectively the “Mortgage”) will continue to secure payment of the original principal amount of the Note of **Forty-Two Thousand Two Hundred Fifty Dollars and No Cents (\$42,250.00)** and the other obligations more particularly described in the Mortgage; and

WHEREAS, Borrower and Lender desire to amend, among other things, the due date of the Note and Mortgage, and also secure repayment of the amounts advanced that are secured by the Mortgage.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are 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 for the Note and Mortgage is hereby amended to September 30, 2030.

3. **Loan Documents.** The term “Loan Documents” shall be amended to also include this First Note and Mortgage Modification Agreement, the First Amendment to the CDBG Agreement, and the Amended and Restated Declaration of Restrictive Covenant and other documents executed in connection with this Project.

4. **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.

5. **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.

6. **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.

7. **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 First Note and Mortgage Modification Agreement to be duly executed as of the date first set forth above.

Signed in the presence of Two Witnesses:

**Catholic Charities of Central Florida
Housing, Inc., a not-for profit corporation
(Corporate Seal)**

Signature
Print Name: _____

Gary Tester, President

Signature
Print Name: _____

Date: _____

Notary Next Page

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2024, by Gary Tester, as President of Catholic Charities of Central Florida Housing, Inc., a Florida non-profit corporation, who is personally known to me.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

ATTEST:

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

By: _____
Stephanie Herdocia, City Clerk

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 _____, 2024, 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: _____

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

_____, 2024

Lisa Pearson
Chief Assistant City Attorney

Exhibit "A"

Lot 9, Block D, DOVER MANOR, according to the Plat thereof as recorded in Plat Book 5, Page(s) 18-19, Public Records of Orange County, Florida.