

SAMPLE OF DOCUMENT TO BE COMPLETED AT CLOSING

SECOND MORTGAGE AGREEMENT

The undersigned, Jane Doe and John Doe, husband and wife, (hereinafter collectively referred to as "Owner") whose mailing address is 1234 Anywhere Drive Miramar, FL Zip Code and who owns certain real property located at 1234 Anywhere Drive Miramar, FL Zip Code (hereinafter "Property") and legally described as:

LEGAL DESCRIPTION.

FOLIO

In consideration of a loan or benefit given by the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), in connection with the CITY'S Copper Pipe Infrastructure Program ("Program") for the purpose performing repairs to the Property that are consistent, and as specified in the Promissory Note, attached hereto and incorporated herein as Exhibit "A". Owner agrees as follows:

1. A lien against the Property is hereby established in favor of the CITY, for a term of five (5) years from the date of execution of this Mortgage Agreement, to provide security for the amount set forth in the Promissory Note, which becomes payable by the Owner's, personal representatives, heirs or devisees. The lien on Owner's Property shall be discharged on the date following the five (5) year anniversary of the execution of this Agreement ("Discharge Date").
2. The Owner shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in preserved and good condition.
3. City funds are used to affect the repair to the Property approved by the Program.
4. Subordination of Mortgage. This Second Mortgage shall be subordinated to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated _____, recorded in Official Records Book

at Page _____ in the Public Records Office of Broward County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of \$ _____ dollars, dated _____ (the "First Note") made by Borrower payable to _____ (the "First Lender").

5. The CITY consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the payment of money. If any provision of the Promissory Note or the Second Mortgage Agreement conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

6. Should the Owner fail to fully comply with the terms, conditions and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the terms, conditions, and obligations herein may be enforced by any other action, in law or equity, at the option of the CITY.

9. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision in this Agreement or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

10. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder or which may be incurred by the CITY in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.

11. In the event that the sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased Owner.

12. The use of the word OWNER in this Agreement shall apply to the plural as well as the singular.

[THIS SPACE INTENTIONALLY LEFT BLANK]

13. Venue of any action relating to this Second Mortgage Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.

ATTEST: OWNER

Witness

Print Name

Witness

Signature (before Notary)

This ___ day of _____, 20__

ATTEST:

OWNER

Witness

Print Name

Witness

Signature (before Notary)

This ____ day of _____, 20__

COPPER PIPE INFRASTRUCTURE PROGRAM: NOT TO EXCEED \$10,000.00

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Jane Doe (a single woman) and XXXXXXXXXXXXXXXXXXXX who is/are personally known to me or who produced _____ as identification.

WITNESS my hand this _____ day of _____,
20__.

My commission expires: _____
) Notary Public
 State of Florida at Large