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Prepared By and Return to:
Pompano Beach Community
Redevelopment Agency
100 W. Atlantic Blvd.
Pompano Beach, Florida 33061

THIS MORTGAGE DEED

Executed the 10th day of October A.D. 2007 by

Novice McLish, a Single Woman

THIS IS NOT AN

hereinafter called the mortgagor to

OFFICIAL COPY

POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY, whose post office address is 100 West Atlantic
Boulevard, Pompano Beach, Florida 33060,

hereinafter called the mortgagee, to:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Broward County, Florida, viz:

LOT 95, POMPANO SPRINGS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGES 171 THRU 175 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

This is a _____ mortgage and is inferior to a mortgage in favor of _____.

To Have and to Hold the same, together, with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

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Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note dated 10th day of October, A.D. 2007, for the sum of Seventy Eight and 00/100 Dollars, (\$78,000.00), signed by Michael and Peggy Carter, Husband and Wife, and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waster, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the 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 date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

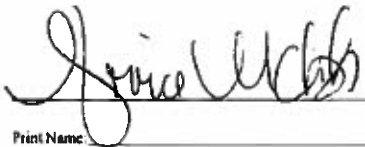
If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this 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 said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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:-



Print Name: Christopher E. Banks



Print Name: _____



Print Name: A. Roberts

Print Name: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on the 10th day of October, 2007, by Novice McList, who is personally known to me or who has produced Driver's License (type of identification) as identification.

NOTARY SEAL:


NOTARY PUBLIC, STATE OF FLORIDA



Christopher Ebanks
Commission # DD405792
Expires May 29, 2009
Quoted Text from Insurance, Inc. 800-368-1000

Print Name

(Commission Number)

THIS IS NOT AN
OFFICIAL COPY

GBL/jcm
I:\realty\cra\magedeet

PROMISSORY NOTE
FOR DEFERRED PAYMENT LOAN

MORTGAGOR(S): Novice McLish, A Single Woman

PROPERTY ADDRESS: 2021 NW 6th Ct.
Pompano Beach, FL 33069

PLACE EXECUTED: Broward County

TAX FOLIO NO: T8234-35-09500

DATE EXECUTED: 10-10-07

LEGAL DESCRIPTION

**LOT 95, POMPANO SPRINGS REPLAT, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK
173, PAGES 171 THRU 175 OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.**

\$78,000.00 Maximum

FOR VALUE RECEIVED, the undersigned Borrower(s)/Mortgagor(s) jointly and severally promise(s) to pay to the order of the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), or its successors and assigns (herein called "Lender"), the maximum principal sum of **Seventy-Eight Thousand and 00/100 DOLLARS (\$78,000.00)**, or such lesser amount as may be endorsed on this note on behalf of lender, which is a loan in the form of a Deferred Payment Loan-to-Grant.

Upon transfer, sale or conveyance of the Property, the Borrower(s)/Mortgagor(s), of the above-described property, shall pay to the CRA a Recapture Amount, if any, as follows:

A. For transfer, sale or conveyance of the Property within seven (7) years from the Note date, the full difference between the original, actual purchase price (including the value of the land) and the re-sale price of the property, up to the loan amount, less the Owner's down payment and any mortgage principal reduction that may have occurred through payment shall be due and owing.

B. For transfer, sale or conveyance of the Property after eight (8) to thirty (30) years from the Note date, the recapture amount as calculated in Section A. hereinabove reduced at the rate of one percent (1%) for each year lapsed from the Note date shall be due and owing.

C. After thirty (30) years from the note date, should all sums due and owing, if any, be paid, the mortgage principal shall be forgiven.

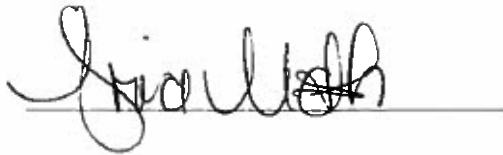
D. All sums due and owing shall bear interest at the rate of twelve percent (12%) per year if not paid within thirty (30) days of the transfer, sale or conveyance.

THIS NOTE is secured by a Mortgage duly filed for record in Broward County, Florida.

If the Borrower shall default in the payment of a first mortgage on the property which secures this Note, and the mortgage holder commences foreclosure on that first mortgage, the entire balance on this Loan/Grant shall become due and payable.

All parties to this Note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor. The Borrower hereby waives, to the extent permitted by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower(s) as of the date shown above.



GBL/jrm
4/16/07
l:realest/cra/2007-1154