

Record and Return to:  
Joann Woodson Hicks  
Metro-Miami Action Plan  
19 West Flagler Street, Suite M-106  
Miami, FL 33130

THIS IS A BALLOON MORTGAGE WHERE THE PRINCIPAL BALANCE DUE UPON MATURITY IS **\$ 0.00**, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

FOURTH MORTGAGE

(Due on Sale, Transfer, Rental or Lease)

**METRO-MIAMI ACTION PLAN,  
An Agent and Instrumentality of Metropolitan Dade County  
Homeowners Assistance Plan**

THIS FOURTH MORTGAGE is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the Mortgagor, \_\_\_\_\_, (herein the "Borrower"), and the Mortgagee, the Metro-Miami Action Plan, an agent and instrumentality of Metropolitan Dade County, whose address is 19 West Flagler Street, Suite M-106, Miami, Florida 33130 (herein the "Lender").

WHEREAS, the Borrower has applied for a loan for the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of the First Mortgagee, a Second Mortgage Lien (the "Second Mortgage") in favor of the Second Mortgagee, the Third Mortgage Lien in favor of (the "Third Mortgage") (the "Fourth Mortgage") in favor of the Fourth Mortgage the Borrower has applied to the Lender for a Metro-Miami Action Plan Homeowner Assistance Plan in the original principal amount of \_\_\_\_\_ (\$\_\_\_\_\_) (the "Loan").

WHEREAS, the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence, the Borrower's total annual family income at the time of application for the Loan meets the eligibility criteria for this Loan and the Lender has agreed to extend and has extended a Loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to Lender in the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) which indebtedness is evidenced by the Borrower's Promissory Note dated \_\_\_\_\_, 200\_\_, and extension and renewals thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable ten (10) years after the date of the Promissory Note;

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage;

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and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of Dade, State of Florida:

which has the address of \_\_\_\_\_  
(Street) (City)

Florida \_\_\_\_\_ (herein the "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights and appurtenances, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the Mortgage Lien of the First Mortgage, Mortgage Lien of the Second Mortgage and for other encumbrances of record. Borrower covenants, represents and warrants to the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the Mortgage Lien of the First Mortgage, Mortgage Lien of the Second Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.
2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's obligations under the First Mortgage, the Second Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as the Lender may require and in such amounts and for such periods as the Lender may require.

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The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of, and in a form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the First Mortgage, the Second Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

If the property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. The Borrower shall keep the Property in good repair, shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unity development, the Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium of planned unit development, and constituent documents.

5. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, then the Lender, at the Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property. If the Lender required Mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the Lender's written agreement or applicable law.

Any amounts disbursed by the Lender pursuant to this Paragraph 5, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower, requesting payment thereof. Nothing contained in this paragraph 5 shall require the Lender to incur any expense or take any action hereunder.

6. Inspection. The Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that the Lender shall give the Borrower notice prior to any such inspection specifying reasonable cause therefore related to the Lender's interest in the Property.

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7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender, subject to the terms of any Mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Borrower Not Release; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound: Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of the Lender and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants, representations, warranties and agreement of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified or registered mail, postage prepaid, to the Lender's address stated on page 1 hereof with a copy to \_\_\_[Servicer]\_\_\_, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause 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 provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into; the Lender, at the Lender's option, may require Borrower to execute and deliver to the Lender, in a form acceptable to the Lender, an assignment or any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If within ten (10) years of the date of this Mortgage, all or any part of the Property or any interest in it is sold, transferred, gifted or conveyed by voluntary act to anyone other than the Borrower, the Borrower's spouse or the Borrower's children, involuntarily conveyed by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein.

Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for this Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of the Mortgage, the Lender shall give notice to the Borrower as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums which

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would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any covenants or agreement of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the Lender's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Relation to First Mortgage. This Fourth Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated \_\_\_\_\_, recorded in \_\_\_\_\_, Page \_\_\_\_\_, in the Clerk's Office of Dade 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").

This Fourth Mortgage is also expressly made subject and subordinate to the terms specified in that certain Mortgage from Borrower to the Second Lender, dated \_\_\_\_\_, recorded in \_\_\_\_\_, Page \_\_\_\_\_, in the Clerk's Office of Dade County, Florida (the "Second Mortgage") securing that certain Note having an original principal face amount of \_\_\_\_\_ dollars, dated \_\_\_\_\_ (the "Second Note"), made by Borrower payable to \_\_\_\_\_ (the "Second Lender").

The Lender 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 repayment of money. The Lender also consents to any agreement or arrangement, in which the Second Lender waives, postpones, extends, reduces, or modifies any provisions of the Second Note or Second Mortgage, including any provision requiring the repayment of money.

If any provision of the Promissory Note or the Third Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern and if any provision of the Promissory Note or the Third Mortgage conflicts with any provision of the Second Note or Second Mortgage, the terms of the Second Note or Second Mortgage shall prevail.

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In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage or Second Mortgage, any provision herein 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 a 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 or Second Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender or Second Lender acquires title to the Property pursuant to the deed in lieu of foreclosure, the lien of this Fourth Mortgage shall automatically terminate upon the First Lender's acquisition of title.

18. Release. Upon payment of all sums secured by this Mortgage or upon forgiveness of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Covenants, Representations. The Borrower covenants, represents and warrants to the Lender that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence; (c) the Borrower's total family income at the time of its application for the Loan met the eligibility criteria for the Loan; and (d) the Borrower is eligible to participate in the Lender's program.

21. Pre-purchase - Post Counseling. The Borrower acknowledges that attendance to a designated Pre-purchase Post Counseling class is part of the eligibility requirement for receiving said assistance and herein agrees to comply by attending said class within 30 days prior to closing of the Loan.

#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrances with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

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NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES,  
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

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MATURITY IS **\$ 0.00**, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL  
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND  
MORTGAGE

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Borrower  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Borrower  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Borrower  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has  
produced a valid driver's license as identification and who did not take an oath.

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Type, print or stamp name)  
Notary Public  
My Commission Expires:

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