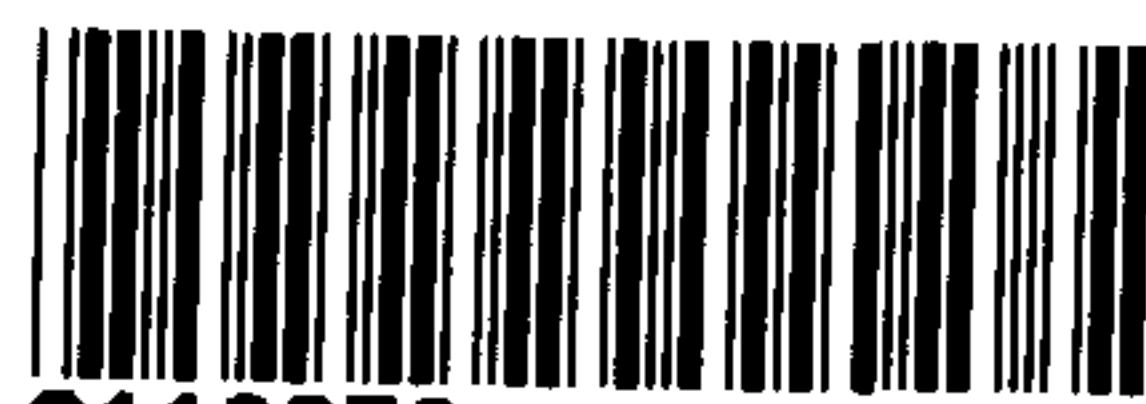


RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2118953 3 PGS
2005 MAR 23 08:55 AM BK 3091 PG 481
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#228523
Doc Stamp-Mort: 67.20
Intang. Tax: 38.21



2118953

MORTGAGE

This Mortgage made on or as of the 3rd day of FEBRUARY, 2005, between Andra & Dionne Brockington hereinafter called MORTGAGOR, and if more than one party, jointly and severally hereinafter called MORTGAGORS, residing at 907 SE 7th Avenue in the City of Gainesville, County of Alachua and State of Florida and the CITY OF GAINESVILLE hereinafter call MORTGAGEE.

WITNESSETH, that to secure indebtedness in the principal amount of NINETEEN THOUSAND ONE HUNDRED SEVEN DOLLARS ...NO/00, (\$19,107.00), WITHOUT INTEREST thereon, which shall be payable in accordance with a certain Note bearing even date herewith, delivered this date from the MORTGAGOR to the MORTGAGEE for valuable consideration, the MORTGAGOR hereby grants, conveys, and mortgages to the MORTGAGEE:

ROPER ADD DB J-550 N 95 FT OF E1/2 OF W 2/3 OF LOT 14 BK 5 RG 1 OR 2159/0092

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the MORTGAGOR on or as of the day and year first above written.

Andra & Dionne Brockington
MORTGAGOR - Andra Brockington

2/03/05
Date

Dionne Brockington
MORTGAGOR - Dionne Brockington

2/03/05
Date

Teresa Osoba
Witness- Teresa Osoba

2/3/05
Date

Gail Jane
Witness - Gail Jane

2/03/05
Date

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the 3rd day of February, 2005, A.D., before me, the undersigned authority, personally appeared Andra & Dionne Brockington, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION: Known to me
Teresa Osoba

NOTARY PUBLIC -
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Teresa Osoba
Commission #DD377782
Expires: DEC. 17, 2008
Bonded Thru Atlantic Bonding Co., Inc.

This instrument was prepared by
and please return to:
Name: Almarena Beckford
City of Gainesville Housing Division
P.O. Box 490; Station 10-B
Gainesville, FL 32602-0490

CITY OF GAINESVILLE
HOUSING DIVISION
DEFERRED PAYMENT PROMISSORY NOTE

Amount: \$ 9,107.00

Case No: MOD/0405/005
Address: 907 SE 7th Ave.
Date: February 3, 2005

FOR VALUE RECEIVED, the undersigned (called the "BORROWER") jointly and severally promise(s) to pay to the order of the City of Gainesville, Florida (called the "CITY"), the sum of Nine Thousand One Hundred Seven Dollars and 00/100(\$9,107.00). No interest on this note shall be paid by the BORROWER.

As long as the BORROWER continues to:

1. own the property described in the mortgage securing this note;
2. live on this property;
3. maintain adequate fire or homeowner's insurance on the property, naming the City of Gainesville as a Mortgagee;
4. keep annual property taxes current; and
5. keep the buildings on this property in compliance with the minimum Housing Code of the Gainesville Code of Ordinances, as determined by yearly maintenance inspections by the City,

Then on each of the first **ten (10) anniversaries** of the date of this note **ten (10%) percent** of the amount owed on this note will automatically be forgiven and will not have to be repaid. If these five conditions continue for a full **ten (10) years**, no part of this note will have to be paid.

HOWEVER, if the BORROWER does not continue to own or to live on the property described in the mortgage securing this note for **ten (10) years** from the date of this note, or if the BORROWER does not keep the buildings on the property in compliance with the minimum Housing Code of the Gainesville Code of Ordinances, as determined by yearly maintenance inspections by the City, or brought into compliance within the specified time on the violation notice, if outstanding, then, as soon as any one of these three events happens, the entire prorated amount then owed on this note will become **due and payable**.

If this note becomes due and payable, and the City has to file a suit in order to have this note paid, the BORROWER will also have to pay the costs of that suit, including all reasonable attorney's fees. If this note becomes due and payable, it is possible that the City, rather than file suit, will substitute an installment note for this note or make some other arrangement for payment agreeable to both the City and the BORROWER.

Demand, protest, and notice of demand or protest are not required if this note becomes due and payable.

Teresa Osoba 2/3/05
Witness: Teresa Osoba Date

Andra Brockington 2/3/05
BORROWER - Andra Brockington Date

Gail Jane 2/3/05
Witness: Gail Jane Date

Dionne Brockington 2/3/05
BORROWER Dionne Brockington Date

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the 3rd day of February 2005 A.D., before me, the undersigned authority, personally appeared Andra & Dionne Brockington, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION: Known to me

Teresa Osoba
NOTARY PUBLIC-Teresa Osoba

My Commission Expires:

This instrument was prepared by:
City of Gainesville Housing Division
P.O. Box 490; Station 10-B
Gainesville, FL 32602-0490

NOTARY PUBLIC-STATE OF FLORIDA
Teresa Osoba
Commission #DD377782
Expires: DEC. 17, 2008
Bonded Thru Atlantic Bonding Co., Inc.

CITY OF GAINESVILLE
HOUSING DIVISION
DUE ON SALE PROMISSORY NOTE

INSTRUMENT # 2118953
3 PGS

Amount: \$ 10,000.00

Case No: MOD/0405/005
Address: 907 SE 7th Ave.
Date: February 3, 2005

FOR VALUE RECEIVED, the undersigned (called the "BORROWER") jointly and severally promise(s) to pay to the order of the City of Gainesville, Florida (called the "CITY"), the sum of Ten Thousand Dollars and 00/100(\$10,000.00). No interest on this note shall be paid by the BORROWER.

As long as the BORROWER continues to:

1. own the property described in the mortgage securing this note;
2. live on this property;
3. maintain adequate fire or homeowner's insurance on the property, naming the City of Gainesville as a Mortgagee;
4. keep annual property taxes current; and
5. keep the buildings on this property in compliance with the minimum Housing Code of the Gainesville Code of Ordinances, as determined by yearly maintenance inspections by the City,

If these five conditions continue for a full **ten (10) years**, no part of this note will have to be paid.

HOWEVER, if the BORROWER does not continue to own or to live on the property described in the mortgage securing this note for **ten (10) years** from the date of this note, or if the BORROWER does not keep the buildings on the property in compliance with the minimum Housing Code of the Gainesville Code of Ordinances, as determined by yearly maintenance inspections by the City, or brought into compliance within the specified time on the violation notice, if outstanding, then, as soon as any one of these three events happens, the entire amount then owed on this note will become **due and payable**.

If this note becomes due and payable, and the City has to file a suit in order to have this note paid, the BORROWER will also have to pay the costs of that suit, including all reasonable attorney's fees. If this note becomes due and payable, it is possible that the City, rather than file suit, will substitute an installment note for this note or make some other arrangement for payment agreeable to both the City and the BORROWER.

Demand, protest, and notice of demand or protest are not required if this note becomes due and payable.

Teresa Osoba 2/3/05
Witness: Teresa Osoba Date

Andra C. Brockington 2/3/05
BORROWER - Andra Brockington Date

Gail Jane 2/3/05
Witness: Gail Jane Date

Dionne Brockington 2/03/05
BORROWER-Dionne Brockington Date

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the 3rd day of February 2005 A.D., before me, the undersigned authority, personally appeared Andra & Dionne Brockington, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposed therein mentioned.


WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION: Known to me

Teresa Osoba
NOTARY PUBLIC-Teresa Osoba

My Commission Expires:

This instrument was prepared by:
City of Gainesville Housing Division
P.O. Box 490; Station 10-B
Gainesville, FL 32602-0490

NOTARY PUBLIC-STATE OF FLORIDA
Teresa Osoba
Commission #DD377782
Expires: DEC. 17, 2008
Bonded Thru Atlantic Bonding Co., Inc.