

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

HOME ASSISTANCE GRANT PROGRAM

APPLICATION PACKAGE

FOR THE HOMES LOCATED AT

**705 S. 8th Avenue
Wauchula, FL 33873**

**711 S. 8th Avenue
Wauchula, FL 33873**

**722 S. 7th Avenue
Wauchula, FL 33877**

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

HOME ASSISTANCE GRANT PROGRAM

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TABLE OF CONTENTS

A. DESCRIPTION

B. APPLICATION

C. LIST OF PREFERRED LENDERS

D. INCOME CHART DEFINING MODERATE INCOME FOR HARDEE COUNTY

E. FORM OF INCOME VERIFICATION AFFIDAVIT

F. BROKERAGE ACKNOWLEDGMENT AND RELEASE

G. SAMPLE TRANSACTION DOCUMENTS

- **Form of Purchase Contract**
- **Form of Purchaser/Borrower Affidavit**
- **Form of Promissory Note**
- **Form of Second Mortgage**

SUBMITTAL DOCUMENTS

- Application
- Pre-Approval Letter from Approved lender
- Form of Income Verification
- Broker Acknowledgment and Release

Wauchula Community Redevelopment Agency

107 E. Main Street
Wauchula, FL 33873
(863) 767-0330

HOME ASSISTANCE GRANT PROGRAM DESCRIPTION

The Wauchula Community Redevelopment Agency (the “CRA”) has built and is offering a single family home for sale for a purchase price of two-hundred fifty thousand and No/100 Dollars (\$250,000.00). The CRA is willing to provide purchase price assistance in the amount of fifty thousand and No/100 Dollars (\$50,000.00) (the “Home Assistance Grant”) to a qualified moderate income household, to assist them in purchasing the home, in order to achieve the CRA’s goals of revitalizing Wauchula as a vibrant place to live and work.

- Applicant must obtain a binding first mortgage loan commitment for a loan in the amount of two-hundred thousand and No/100 Dollars (\$200,000.00) from an unrelated third party lender acceptable to the CRA (the “Pre-Approval Letter”).
- Applicant will be required to purchase the home for a purchase price of two-hundred fifty thousand and No/100 Dollars (\$250,000.00).
- CRA will provide a home assistance grant to Applicant in an amount equal to difference between the first mortgage loan amount and the greater of (i) the cost to build the home or (ii) the fair market value of the home as determined by an appraisal, which will be evidenced by a promissory note and secured by a second mortgage from Applicant to CRA. The second mortgage loan may be forgiven after ten (10) years, upon the fulfillment of the terms and conditions of the Home Assistance Grant Program.
- Applicant will be required to pay any fees charged by third party lender, as well as standard closing costs and fees, including, but not limited to documentary stamp and intangible taxes on the first and second mortgages, lender’s title insurance costs for the first and second mortgages, recording fees, and other closing fees. Applicant also will be required to pay any and all real estate commissions and fees incurred by Applicant in connection with the purchase of the home.
- Applicant’s total household income must not exceed Hardee County’s Moderate Income limits for the Florida Housing Finance Corporation State Housing Initiative Program (SHIP), defined as not more than one hundred twenty percent (120%) of the area median income in Hardee County, Florida as evidenced by the chart attached hereto.
- Income shall be verified by Applicant’s first mortgage lender, subject to the approval of CRA, with verification to be provided through a legally binding affidavit in the form provided in this package. Note that this Home Assistance Grant Program is not part of the Florida Housing Finance Corporation State Housing Initiative Program (SHIP).

- Applicant must own the property as applicant's permanent residence within 30 days of closing on the property for a period of at least ten (10) years.
- Applicant must file for and obtain a homestead tax exemption for each year in which the Applicant resides in the home. A copy of the homestead tax exemption application and approval must be provided to the CRA promptly upon filing and receipt.
- Applicant must provide for the payment of all real estate taxes on the Property and also to pay all state and federal income taxes in a timely manner.
- Applicant must maintain hazard and liability insurance on the property in amounts agreed by the CRA and must name the CRA as an additional insured throughout the term of the second mortgage.
- Applicant must agree to abide by certain covenants and conditions regarding care and maintenance of the home, including but not limited to, keeping the Property in good repair and not committing waste or permitting impairment or deterioration of the Property, and complying with applicable government, laws codes and regulations.
- The recipient of a Home Assistance Grant will be required to sign a Promissory Note evidencing the grant and providing for repayment under certain conditions. The Note will be secured by a second mortgage requiring repayment of the grant if the Applicant sells or transfers ownership of the home within ten (10) years of closing, ceases to use it as his/her primary residence within ten (10) years of closing, or otherwise defaults under the first mortgage or second mortgage, or under the terms of the Home Assistance Grant Program, as may be set forth herein or in the Note or Mortgage.
- The program ends upon closing of the sale of the home, provided, however, Applicant will continue to be subject to certain continuing program requirements.
- It is the responsibility of the applicant to contact a lending institution to begin the financing process. The applicant is responsible for any fees charged by lender, in addition to closing costs, such as documentary stamp taxes, intangible taxes, title insurance costs, recording fees.
- Upon successful completion of their financial process, the lending institution must send a detailed "closing disclosure" to the CRA as soon as available. The "closing disclosure" must show the amount of the mortgage for the house being purchased, the interest rate of the mortgage, the amount of down payment required, the monthly principle and interest payment and the monthly payment for taxes and insurance. It also must note the total amount of down payment and the total amount of closing cost.
- Upon receipt and approval of the transaction, the CRA will cause the amount of the Home Assistance Grant to be issued to the closing agent (Title/Abstract Company) by check or wire transfer. The Home Assistance Grant will be documented as a second mortgage, with a promissory note, affidavits and other customary closing documents. These documents will be provided to the closing agent for the signature of the homeowner(s) and notarized by the closing agent at the time of closing. When the closing agent has finalized the detailed closing

costs (buyer, seller and lender) the closing agent will provide CRA with a copy of the final closing statement. The closing documents will be returned to the CRA for required signatures and returned to the closing agent for recording by the Clerk's office.

**HOME ASSISTANCE GRANT PROGRAM
APPLICATION**

Date: _____

Applicant Name: _____

Co-Applicant Name: _____

Current Address: _____

Home Phone #: _____ Work Phone #: _____ Cell Phone #: _____

E-mail: _____@_____.

- Lender First Mortgage Loan Pre-Approval Letter (Must be attached by Applicant)
- Lender Income Verification Affidavit (Must be attached by Applicant)
- Applicant's Broker Acknowledgement and Release (Must be attached by Applicant)

Please rank the below home addresses in order of preference (1,2,3), 1 being your most preferred home, on the line provided:

_____ **705 S. 8th Avenue, Wauchula, FL 33873**

_____ **711 S. 8th Avenue, Wauchula, FL 33873**

_____ **722 S. 7th Avenue, Wauchula, FL 33877**

Applicant's Declaration: I/We declare under penalty of perjury, that the above statements are true and correct. I/We understand that the enrollment and qualification process may impose additional conditions and limitations. The CRA reserves the right to change programmatic priorities without notification. I/We agree to provide additional descriptive, financial, and/or other information upon request by the CRA. I/We understand that the grants are available in limited quantities and selection is based on the criteria listed on the Home Assistance Program Grant guidelines. I/We have received, reviewed and understand the program rules, limitations, and the homeowner obligations listed in the program guidelines.

I/we understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income; asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 or 775.83. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.

Applicant's Signature

Date

Co-Applicant's Signature

Date

Please submit completed applications to:

Wauchula Community Redevelopment Agency
Attention: Jessica Newman
107 E. Main Street
Wauchula, FL 33873
(863) 767-0330

APPLICATIONS WILL BE TAKEN ON A FIRST COME, FIRST ELIGIBLE BASIS
SUBMISSION OF APPLICATION DOES NOT GUARANTEE APPROVAL/FUNDING

**HOME ASSISTANCE GRANT PROGRAM
PREFERRED LENDER LIST**

First National Bank of Wauchula

Donnie C. Sargent, III
863-773-4136

Suncoast Credit Union

Ailleen Rodriguez
813-253-9637

Crews Bank & Trust

Jamey Dodson
941-223-4922

MidFlorida Credit Union

Laura Nelson
863-494-3711 Ext:1743

INCOME CHART

		2023 Income Limits									
Effective	5/15/2023	Florida Housing Finance Corporation State Housing Initiative Program (SHIP)									
		Number of Persons In Household									
City (County)	Percentage Category	1	2	3	4	5	6	7	8	9	10
Hardee County Median= \$58,400											
ELI	30%	14,580	19,720	24,860	30,000	34,700	37,250	39,850	42,400	Refer to HUD	
VLI	50%	22,500	25,700	28,900	32,100	34,700	37,250	39,850	42,400	44,940	47,508
LI	80%	35,950	41,400	46,250	51,350	55,500	59,600	63,700	67,800	71,904	76,013
MI	120%	54,000	61,680	69,360	77,040	83,280	89,400	95,640	101,760	107,856	114,019

Wauchula Community Redevelopment Agency

107 E. Main Street
Wauchula, FL 33873
(863) 767-0330

**FORM OF
HOME ASSISTANCE GRANT PROGRAM
FORM OF INCOME VERIFICATION AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____ [Name].
as _____ [Title] of _____ [Lending Institution],
a _____ [Type of Lending Institution] authorized to make mortgage
loans within the State of Florida (“Affiant”), who, first being duly sworn says:

Under penalties of perjury, based on the representations made to me by
_____ [Name of Applicant] (“Applicant”) and upon
the documentation and third party verification of such information using upfront
income verification tools as set forth by the U.S. Department of Housing the Urban
Development, regarding the wages, salaries, tips, benefits, public assistance other
income and asset income of Applicant, I hereby certify that Applicant’s household
meets the requirements to be considered a Moderate Income Household for the year
202 _____, meaning that the Applicant’s household income does not exceed One
Hundred Twenty Percent (120%) of the area median income for Hardee County,
Florida, with adjustments for household size (maximum Income Limit \$54,000 for a
household of one person to \$114,019 for a household of ten persons).

Signature of Affiant

This Affidavit sworn to and subscribed before me by physical presence or remote
online notarization this ____ day of _____, 202____.

Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____

AFFIX NOTARY STAMP

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
(863) 767-0330

BROKERAGE ACKNOWLEDGMENT AND RELEASE

(Must be received by Wauchula Community Redevelopment Agency prior to entering into a contract for purchase of the home)

PROSPECTIVE APPLICANT NAME: _____
("Applicant")

In connection with that certain Home Assistance Grant Program Application, the undersigned Applicant represents and warrants (please check one):

- (A) Applicant **HAS NOT** entered into a written agreement with, or otherwise engaged the services of, any real estate broker, agent, commission salesman, or other person for the payment of a real estate commission and/or fees relating to the purchase of real estate by the Applicant; **OR**

- (B) Applicant **HAS** entered into a written agreement with, or otherwise engaged the services of, the below listed real estate broker, agent, commission salesman, or other person for the payment of a real estate commission and/or fees relating to the purchase of real estate by the Applicant. [Please attach a copy of the Brokerage/Agency Agreement.]

The following information MUST be provided as part of the Home Assistance Grant Program Application in the event that you checked box (B) above:

A. APPLICANT'S BROKERAGE/BROKER (if any): _____

("Broker").

B. TERM/DURATION OF BROKER AGREEMENT: _____

C. COMPENSATION OF BROKER (please include how Broker is paid): _____

D. COPY OF BROKERAGE/AGENCY AGREEMENT.

Applicant and Broker acknowledge and agree that Wauchula Community Redevelopment Agency (“CRA”) shall not be responsible for any payment of Broker’s commission and/or fees, and the payment of such expenses shall be the sole responsibility and obligation of the Applicant. Applicant and Broker agree to indemnify and hold the CRA harmless from and against any claim for such commissions, fees or other form of compensation by any such third party claiming through the indemnifying party, including, without limitation, any and all claims causes of action, damages, costs and expenses (including attorney’s fees), associated therewith. Furthermore, Applicant and Broker hereby release and discharge CRA and its agents, successors and assigned from all liability for the payment of any broker’s commission, finder’s fee or any other fee of any type or nature in connection with the sale of the CRA’s real property.

The undersigned have caused this instrument to be executed this ___ day of _____, 20____

APPLICANT:

By: _____
Name: _____

BROKER:

By: _____
Name: _____
Title: _____

SAMPLE TRANSACTION DOCUMENT

- **Form of Purchase Contract**
- **Form of Purchaser/Borrower Affidavit**
- **Form of Promissory Note**
- **Form of Second Mortgage**

1* **PARTIES:** Wauchula Community Redevelopment Agency ("Seller"),
2* and _____ ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 303 8th Avenue South, Wauchula, FL 33873
8* (b) Located in: Hardee County, Florida. Property Tax ID #: 03-34-25-0200-00039-0005
9* (c) Real Property: The legal description is Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet
10 South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence
11 Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.
15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
19 and other access devices, and storm shutters/panels ("Personal Property").
20* Other Personal Property items included in this purchase are: _____
21 _____

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23* (e) The following items are excluded from the purchase: _____
24 _____

25 **PURCHASE PRICE AND CLOSING**

- 26* **2. PURCHASE PRICE** (U.S. currency):\$ 180,000.00
27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**\$ _____
28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.
32* Escrow Agent Information: Name: GrayRobinson, P.A.
33* Address: 301 E. Pine Street, Suite 1400, Orlando, FL 32801
34* Phone: 407-843-8880 E-mail: nora.miller@gray-robinson.com Fax: _____
35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36* days after Effective Date\$ _____
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... 160,000.00
39* (d) Other: Wauchula County Redevelopment Agency Home Assistance Grant\$ 20,000.00
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other **COLLECTED** funds\$ 0.00

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

- 50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on _____ ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
- 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
- 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
- 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
- 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
- 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
- 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
- 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
- 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
- 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
- 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- 68* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
- 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
- 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
- 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
- 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
- 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
- 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
- 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
- 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

77* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
78* this Contract; may assign but not be released from liability under this Contract; or may not assign this
79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86* (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
87* _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
88* Period") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
89* 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
90* creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91* (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to,
97 timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- 108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

- 164* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: Seller shall furnish a copy of a prior owner's policy
165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,
166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)
167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's
168* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____
169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- 170 (d) **SURVEY**: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- 173* (e) **HOME WARRANTY**: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
174* _____ at a cost not to exceed \$ _____. A home
175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- 177 (f) **SPECIAL ASSESSMENTS**: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
182 be paid in installments (**CHECK ONE**):
- 183* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
184 Installments prepaid or due for the year of Closing shall be prorated.
- 185* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- 186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- 187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

189 DISCLOSURES

190 10. DISCLOSURES:

- 191 (a) **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
192 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
193 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
194 radon and radon testing may be obtained from your county health department.
- 195 (b) **PERMITS DISCLOSURE**: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
196 does not know of any improvements made to the Property which were made without required permits or made
197 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
198 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,
199 written documentation or other information in Seller's possession, knowledge, or control relating to
200 improvements to the Property which are the subject of such open permits or unpermitted improvements.
- 201 (c) **MOLD**: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
202 desires additional information regarding mold, Buyer should contact an appropriate professional.
- 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood
204 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
205 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
206 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
207 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
208 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
209 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
210* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
211 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
212 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
213 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums
214 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured
215 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial
216 rating.
- 217 (e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
218 required by Section 553.996, F.S.

- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
247 IS Maintenance Requirement").

248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 249* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15)
250 days after Effective Date ("**Inspection Period**") within which to have such inspections of the Property
251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
270 written documentation or other information in Seller's possession, knowledge, or control relating to
271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- 333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

339 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
341 as follows:

- 342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).
345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

351 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

502 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
503 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
504 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
505 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
506 upon, nor extended or delayed by, such Exchange.

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.

516 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
517 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
518 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
519 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
520 to be bound by it.

521 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
522 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
523 rights.

524 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
525 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

526 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
527 received, including Deposits, have become actually and finally collected and deposited in the account of
528 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
529 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

530 **T. RESERVED.**

531 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
533 county where the Real Property is located.

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- | | | |
|----------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input checked="" type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input checked="" type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input checked="" type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| | | <input type="checkbox"/> Other: _____ |
| | | _____ |
| | | _____ |

20. ADDITIONAL TERMS:

This home is being sold by the Wauchula Community Redevelopment Agency pursuant to its Home Assistance Grant Program. Buyer must have obtained a binding commitment from a third party lender acceptable to Seller to finance a first mortgage loan in the amount of \$160,000. Such lender must have certified to Seller that Buyer qualifies as a moderate income person by having earned no more than one hundred twenty percent (120%) of the median income of persons in Hardee County, Florida. Seller will finance the remaining \$20,000 pursuant to the terms of the Home Assistant Grant Program, which provides for loan forgiveness after a period of five years if the Buyer lives in the Property as Buyer's primary residence and qualifies for a homestead tax exemption for the Property a period of five years after closing, provided that Buyer has not otherwise defaulted under the requirements set forth in the program, the note or the mortgage. This contract is subject to Florida Statutes Section 163.380(3)(a), the provisions of which supersede and take precedence over the terms and conditions set forth herein.

COUNTER-OFFER/REJECTION

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
 Seller rejects Buyer's offer.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

601* Buyer: _____ Date: _____

602* Buyer: _____ Date: _____

Wauchula Community Redevelopment Agency

603* Seller: _____ Date: _____

Wauchula Community Redevelopment Agency

604* Seller: _____ Date: _____

605 Buyer's address for purposes of notice
606* _____
607* _____
608* _____

Seller's address for purposes of notice
Wauchula Community Redevelopment Agency
107 E Main Street
Wauchula, FL 33873

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
610 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
611 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
612 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
613 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
614 made by Seller or Listing Broker to Cooperating Brokers.

615* None
616 **Cooperating Sales Associate, if any**

None
Listing Sales Associate

617* _____
618 **Cooperating Broker, if any**

Listing Broker

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Wauchula Community Redevelopment Agency (SELLER) and _____ (BUYER) concerning the Property described as Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey

Buyer's Initials _____

Seller's Initials _____

K. "AS IS"

1. SELLER'S OBLIGATIONS WITH RESPECT TO THE PROPERTY; LIMITATIONS:

- (a) Paragraph 9(a)(i) (General Repair Limit), Paragraph 9(a)(ii) (WDO Repair Limit), Paragraph 9(a)(iii) (Permit Limit), Paragraph 11 (Property Maintenance), and Paragraph 12 (Property Inspection and Repair) are deleted.
- (b) This Rider does not relieve Seller's disclosure obligations under Paragraph 10(j). Except as provided for in this Rider, (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.
- (c) Subject to the provisions and limitations of this Rider, and to the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. The terms of this Rider shall survive Closing.

2. INSPECTION PERIOD AND RIGHT TO CANCEL:

- (a) Buyer shall have _____ (if left blank, then 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.
- (b) If this Contract is terminated or if the transaction contemplated by this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion. This provision shall survive termination of this Contract.
- (c) If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely terminates this Contract, the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller of all further obligations under this Contract, except as provided in Subparagraph 2(b), above.
- (d) If Buyer elects to proceed with this Contract or fails to timely terminate this Contract on or before expiration of the Inspection Period, then, except for Seller's continuing AS IS Maintenance Requirement under Paragraph 3 below, Buyer waives Seller's obligation(s) to make repair(s), replacement(s), or treatment(s) or close open or expired Permits, accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, in their "as is" condition(s), and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

3. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:

Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph 3. At Buyer's option and cost, Seller shall, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Wauchula Community Redevelopment Agency (SELLER) and _____ (BUYER) concerning the Property described as Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey

Buyer's Initials _____

Seller's Initials _____

W. BACK-UP CONTRACT

This back-up contract is subject to the termination of a prior executed contract between Seller and a third party for the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer before 5:00 p.m. on _____, this contingency shall be removed and this back-up contract shall move into first position. The "Effective Date" of this back-up contract shall be the date Seller delivers written notice of the termination of the prior executed contract. Buyer may terminate this back-up Contract by delivering written notice to the Seller prior to the date Seller delivers written notice of the termination of the prior executed Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

SAMPLE

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Wauchula Community Redevelopment Agency (SELLER) and _____ (BUYER) concerning the Property described as Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey

Buyer's Initials _____

Seller's Initials _____

X. KICK OUT CLAUSE

Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and purchase price information obliterated. To continue with this primary Contract, Buyer must make an additional deposit of \$_____ to Escrow Agent, within 3 days from receipt of the back-up contract. By giving the additional deposit to Escrow Agent within 3 days, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at Closing. If Buyer fails to timely make the additional deposit, then this primary Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

SAMPLE

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Wauchula Community Redevelopment Agency (SELLER) and _____ (BUYER) concerning the Property described as Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey

Buyer's Initials _____

Seller's Initials _____

Y. SELLER'S ATTORNEY APPROVAL

This Contract is contingent upon Seller's attorney approving this Contract. If Seller's attorney disapproves this Contract, then Seller may terminate this Contract by delivering written notice to Buyer on or before _____, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

SAMPLE

**WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
FORM OF
PURCHASER'S/BORROWER'S AFFIDAVIT**

BEFORE ME, the undersigned authority, this day personally appeared _____ (“Affiant,”), who being first duly sworn, says:

1. Affiant is purchasing certain real property located in Hardee County, Florida, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Property").
2. Affiant is participating in the Wauchula Community Redevelopment Agency Home Assistance Program which requires, among other things, that Affiant qualifies as a moderate income person, having earned no more than one hundred twenty percent (120%) of the area median income set for Hardee County, Florida, by the U.S. Housing and Urban Development Agency and the Florida Division of Housing Finance, as set forth on Exhibit “B” hereto. Affiant hereby certifies that Affiant qualifies under such definitions as a moderate income person.
3. In accordance with Section 1445 of the Internal Revenue Code, as amended ("Code"), and under the penalties of perjury, Affiant makes the following statements:
 - (a) Affiant’s United States address is: _____.
 - (b) Affiant is not a "foreign person", as such is defined in Section 1445(f) of the Code.
 - (c) Affiant's Social Security Number is: _____.
 - (d) Affiant understands that this Affidavit may be disclosed to the Internal Revenue Service.
4. Affiant is unaware of any improvements, alterations or repairs made by Affiant to the Property within the past ninety (90) days for which the costs, or any part thereof, remain unpaid.
5. There are no mechanics', or materialmens' liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of Affiant and no contractor, subcontractor, laborer, or materialman, engineer, land engineer or surveyor has any lien or right to lien against the Property, or any part thereof, by virtue of any unpaid obligation created or incurred by Affiant.
6. There are no claims, demands, contract rights, liens or judgments outstanding against the Property and that Affiant is not indebted to anyone for the Property other than _____ (“First Lender”).

7. There are no easements or claims of easements on the Property not shown on the Public Records of Hardee County, Florida.
8. There are no outstanding rights or claims of any parties in possession not shown on the Public Records of Hardee County, Florida, and that there are no parties other than Affiant in possession of the Property.
9. Affiant will live in the Property as Affiant's primary residence and will obtain a homestead exemption listing the Property within thirty days following the closing of the sale.
10. There are no outstanding taxes or special assessments which are not shown as existing liens by the Public Records of Hardee County, Florida.
11. That the execution and delivery of the Promissory Note, Subordinate Mortgage, and other loan documents, dated as of even date herewith, made by Affiant and payable to Lender, will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement, or other instrument to which Affiant is a party, or by which it or any of its properties or assets are bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Affiant.
12. There are no matters pending against Affiant that could give rise to any lien that could attach to the Property prior to the time of recording of the Subordinate Mortgage in favor of Lender. Affiant will not execute or record hereafter any instrument that would adversely affect title to the Property.
13. This Affidavit is made for the purpose of inducing Lender to provide assistance to Affiant under the Lender's Home Assistance Program to be secured by a second priority lien on the Property and that this Affidavit is also made for the purpose of inducing and, if applicable, to eliminate certain exceptions pursuant to Chapter 85-20, Laws of Florida (Section 627.7842, Florida Statutes).
14. Affiant is aware of no defects, liens, encumbrances, or other adverse matters affecting title.
15. Affiant has reviewed Survey Number _____ prepared by _____, dated May 30, 2012. Affiant has waived any rights to object to matters of survey or to obtain a new or additional survey.
16. Affiant has no present intention of filing bankruptcy under the U.S. Code, or insolvency under any state statutes, and is not currently in bankruptcy or the subject of a state insolvency statute.

17. Affiant is aware that TITLE INSURANCE IS NOT BEING ISSUED to Affiant in this transaction and Affiant voluntarily waives any protections that may be afforded by title insurance.
18. Affiant does hereby indemnify GrayRobinson, P.A. and its employees against any loss or damage caused as a result of any inaccuracies contained in this Affidavit.
19. Affiant has caused this Affidavit to be executed this ___ day of _____, 202__.

Further Affiant sayeth naught.

Print Name: _____

STATE OF FLORIDA
 COUNTY OF _____

This Purchaser's/Borrower's Affidavit sworn to (or affirmed) and subscribed before me by means of physical presence or remote online notarization this ___ day of _____, 202__, by _____.

 Signature of Notary Public

AFFIX NOTARY STAMP

 (Print Notary Name)
 My Commission Expires: _____
 Commission No.: _____
 Personally known, or
 Produced Identification
 Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION

Begin at the NW Corner of Lot 3 Block 39; Run East 100.00 Feet South; 144.22 Feet West; 100.00 Feet to Point in Easterly Right-of-Way Line of 8th Avenue; Thence Northwesterly 124.53 Feet to Point of Beginning Block 39 Wauchula Original Survey.

Tax Parcel ID 03-34-25-0200-00039-0005

Street Address: 303 8th Avenue South, Wauchula, FL 33873

SAMPLE

PROMISSORY NOTE

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

HOME ASSISTANCE GRANT PROGRAM

\$20,000.00

Wauchula, Florida

_____, 202__

1. **BORROWER'S PROMISE TO PAY.** I/We, the Borrower/Mortgagor, promise to pay Twenty Thousand and No/100 Dollars (the "Principal"), plus all other sums due hereunder or under the Mortgage granted as of even date herewith, to the order of the WAUCHULA COMMUNITY REDEVELOPMENT AGENCY, whose address is 107 E. Main Street, Wauchula, FL 33873 (the "Lender"), or to any other legal holder of the Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. **INTEREST.** As long as I am not in default, the interest on this Note shall be zero percent (0%) per annum; however, if I fail to pay this Note as required, interest shall be due on the unpaid principal balance at the rate of twelve percent (12%) per annum from the date when payment of this Note was due until I pay it in full. The mortgage provides certain covenants and obligations which can result in additional sums being added to the principal balance, which will bear interest from the date such payments were incurred until they are paid.

3. **PAYMENTS.** I, the Borrower, understand that principal payments shall be deferred until a date which is five (5) years following the date of this Note (the "Maturity Date"), at which time the unpaid principal balance shall be forgiven unless I am under default hereunder, in which case it will be due and payable in full upon the earlier of the Maturity Date or the date on which maturity may have been accelerated by Lender. I also understand if any of the following events occur before the Maturity Date the unpaid principal balance of this Note shall be immediately due and payable in full: (a) I sell, transfer or dispose of the property or home described in the Mortgage referenced below (the "Property") either voluntarily or involuntarily; (b) I fail or cease to occupy the home as my principal residence; (c) I fail or cease to maintain my homeowner's tax exemption on the Property; (d) I die, or if I am married, my surviving spouse, dies; (e) I refinance the first mortgage loan at which time the remaining principal balance is due, unless the Note Holder agrees to a one-time only subordination as detailed in the Mortgage; or (f) I default under the Mortgage or any obligation set forth therein.

4. **BORROWER'S PAYMENT BEFORE PAYMENT IS DUE.** I have the right to make payment, in full, on this Note at any time before it is due. This payment is known as a "full prepayment." No partial prepayments can be made at any time on the principal of the loan. When I make a full prepayment, I will tell the Note Holder in a letter that I am doing so.

5. **DEFAULT.** If I do not pay the full amount as required in Section 3 above, I will be in default. In addition, if I fail to observe the covenants and obligations described in the Mortgage or in the Home Assistance Grant Program documents, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay the Note Holder's costs and expenses as described below.

- a. **Notice of Default** - If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.
- b. **No Waiver By Note Holder** - Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.
- c. **Payment of Note Holder's Costs and Expense** – If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees and costs, whether incurred by the Note Holder before filing suit, at trial or an appeal.

6. THIS NOTE SECURED BY A MORTGAGE. In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. This Note and the Mortgage are non-assumable.

7. BORROWER'S WAIVERS. I waive my rights that require the Note Holder to do certain things. Those things are (a) to demand payment of amount due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in the Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else waives these rights.

8. GIVING OF NOTICES.

- a. Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, addressed to me at the Property Address. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice in writing of my different address.
- b. Any notices that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE. If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as

described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights under this Note against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

NOTICE TO BORROWER

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

BORROWER

BORROWER

Printed Name

Printed Name

SAMPLE

This instrument prepared by and following recording, to be returned to:

Nora Miller, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

**SUBORDINATE MORTGAGE
(WITH DUE ON SALE OR REFINANCE CLAUSE)**

**WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
HOME ASSISTANCE GRANT PROGRAM**

THIS IS A BALLOON MORTGAGE AND, IF THE LOAN SECURED HEREBY IS NOT SOONER FORGIVEN IN ACCORDANCE WITH ITS TERMS, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS UP TO \$ 20,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

THIS SUBORDINATE MORTGAGE (this "Mortgage") is made this _____ day of _____, 202__ by _____, _____ ("Borrower") whose address is _____, Wauchula, FL _____ 33873 (this address is the Property Address and shall be the Borrower's address for purposes of any notice required or permitted hereunder).

This Mortgage is given to WAUCHULA COMMUNITY REDEVELOPMENT AGENCY (herein, the "Lender"), a community redevelopment agency created pursuant to Florida Statutes Section 163.356, whose address is 107 E Main Street, Wauchula, FL 33873 (this address shall be the Lender's address for purposes of any notice required or permitted hereunder). As used herein, the term Lender shall include any successors or assigns of the Lender.

The Borrower is indebted to the Lender in the sum of up to TWENTY THOUSAND AND NO/100 DOLLARS (\$ 20,000.00) as evidenced by that certain Promissory Note (the "Note") of even date herewith executed by the Borrower in favor of the Lender evidencing a loan made by the Lender to the Borrower under the Home Assistance Grant Program, which is administered by the Lender, and the program guidelines established and implemented by the Lender in connection therewith.

The loan (the "Loan") evidenced by the Note is made by the Lender to the Borrower, and shall be advanced on behalf of the Borrower, exclusively to satisfy mortgage related indebtedness for which the Borrower is obligated under the Borrower's First Mortgage Loan described below.

Repayment of the indebtedness evidenced by the Note is deferred until a date that is five (5) years after the date hereof (that date is the "Maturity Date" of the Note). Unless otherwise forgiven pursuant to the terms of the Home Assistance Program, the Note is due and payable in

full on the Maturity Date. The Note also provides that if at any time before the Maturity Date, the Borrower sells or refinances the Property the Note shall become immediately due and payable in full without notice or demand as provided in Section 20 of this Mortgage.

The "First Mortgage" or "First Mortgage Loan" referred to in this Mortgage and in the Note means the first mortgage loan encumbering the Property described below as evidenced by the mortgage dated _____, 202__ from _____ ("First Mortgage Lender") to Borrower in the original principal amount of \$ 160,000.00, which is being recorded contemporaneously herewith in the public records of Hardee County, Florida. This Mortgage is subordinate to the First Mortgage.

TO SECURE to 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; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to Lender the property described on Exhibit "A" hereto and incorporate herein by reference.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, 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 are hereinafter referred to as the "Property" or "Home."

BORROWER COVENANTS represents and warrants to Lender and its successors and assigns that Borrower is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Borrower warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Borrower shall pay to Lender, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Lender may be put to in collecting the Note and in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

BORROWER FURTHER COVENANTS and agrees with Lender as follows:

1. **Payment.** Borrower shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
2. **Funds for Taxes and Insurance.** Borrower shall pay or cause to be paid before same become delinquent all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. If the Borrower fails to pay all such taxes, assessments and other charges then the Lender at its option may pay them and the amount paid shall added to the principal balance of the Note and be secured by this Mortgage as provided in paragraph 7 below.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in repayment of amounts advanced by Lender or otherwise due under the Note or this Mortgage, then to payment of amounts payable to Lender by Borrower of interest due under the Note; then to principal of the Note; in that order.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. If the Borrower fails to pay all obligations then the Lender, at its option, may pay them and the amount paid shall be added to the principal balance of the Note secured by this Mortgage as provided in paragraph 7 below.

5. **Liability and Hazard Insurance.** Borrower shall maintain liability insurance and keep the improvements now existing or hereafter erected on the Property adequately insured against loss by fire and hazards included within the term "extended coverage" and the Lender shall be named as an additional mortgagee on any such policies. All insurance policies and renewals shall be delivered to the Lender for review within fifteen (15) days following Lender's request for same. If the Borrower fails to pay any premium before it is past due, then the Lender, at its option, may pay it and the amount paid shall be added to the principal balance of the Note and secured by this Mortgage as provided in paragraph 7 below.

6. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall comply with all applicable governmental laws, codes and regulations. If Borrower receives a code enforcement violation notice, Lender may, at its option, resolve the code violation and any amount paid by Lender shall be added to the principal balance of the Note and secured by this Mortgage as provided in paragraph 7 below.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, including its obligations under paragraphs 2 through 6, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option (and without any obligation), may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest in the Property. If Borrower is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, 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 written agreement or applicable law. Any amounts disbursed by Lender pursuant to paragraphs 2 through 7 hereof, shall bear interest at the rate of twelve percent (12%) per annum and shall become additional indebtedness of the Borrower secured by this Mortgage. Unless Borrower and Lender agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Borrower specifying reasonable cause therefore related to the Lender's interest in the Property.

9. **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 to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Borrower shall operate or release Borrower, in any manner, from liability under the Note or this Mortgage. 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 Borrower's successors in interest. Any forbearance by 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements and references to Borrower and Lender herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the property to Lender under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; 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. This Mortgage and the Note secured thereby are non-assumable.

12. **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 mail at the Property Address or at such other address as Borrower may designate by notice to the Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, to the address stated herein.

13. **Governing Law; Severability; Costs.** This Mortgage shall be governed by the laws of the State of Florida. Venue and jurisdiction shall lie with the courts located in Hardee County, Florida. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 end 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.

14. **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 thereof.

15. **Acceleration; Remedies.** 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 a material misrepresentation or material omission in Borrower's application for the loan evidenced by the Note, Lender, 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 this Mortgage, Lender shall give notice to Borrower as provided in Paragraph 12 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 acceleration and foreclosure. 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 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 Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 7 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, 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 Borrower, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

17. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall prepare a written satisfaction of this Mortgage and provide same to the Borrower. The Borrower shall be responsible for recording the Satisfaction of Mortgage, including the cost of recording.

18. **Subordination.** Lender and Borrower acknowledge and agree that this Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage.

19. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' and paralegals fees and costs, 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 Provisions.**

- a. **Default.** In addition to any other event of default under this Mortgage, the Borrower will be in default if any of the following occur: (i) if Borrower submits incomplete, false or misleading information to the Lender before or after the approval of the Loan; (ii) if Borrower violates any terms and conditions of the Note, the terms and conditions of which are incorporated herein by reference, or any other loan document governing the Loan; or (iii) if Borrower fails to provide to the Lender on a timely basis any information required by the Lender in order for the Lender to monitor Borrower's continuing compliance with the terms and conditions of the Loan.
- b. **Mortgage Not Assumable.** This mortgage cannot be assigned or assumed.
- c. **Due on Sale or Refinance Clause.** Except as provided herein, if the Property is sold, refinanced, gifted, transferred or otherwise conveyed at any time before the Maturity Date, or if the Borrower fails to reside on the Property and maintain a valid homestead exemption listing the Property as the Borrower's primary address during the five (5) year period following the date of this Mortgage, the Principal Amount (or the balance thereof as shall not have been forgiven as provided in the Note at the time of such sale or refinancing) shall become immediately due and payable in full without notice or demand. If the Lender determines that the equity proceeds from the sale or refinancing are not sufficient to repay the balance then due in full, the Lender in its sole discretion may forgive the balance of the loan in excess of the available equity proceeds. Notwithstanding the foregoing, the Lender will consider requests to subordinate this Mortgage where the First Mortgage is being refinanced for the purpose of reducing the interest rate and the Borrower is not receiving any cash as a result of the refinance, or where the First Mortgage is being modified provided the Borrower receives no cash as a result of the modification and the modification does not impose more burdensome terms on the Borrower or increase the indebtedness secured by the First Mortgage.
- d. **Special Home Assistance Grant Program Covenants, Warrants and Representations.** Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than one hundred twenty percent (120%) of the area median income, as determined by the U.S. Department of Housing and Urban Development, so that Mortgagor is a Moderate-Income person or household.
- e. **Limits on Personal Liability.** Notwithstanding any contrary provision in this Mortgage, Borrower's personal liability for payment of the indebtedness secured by this Mortgage and for performance of the other obligations to be performed by it

under this Mortgage is limited in the manner, and to the extent, provided in the Note.

- f. **Counterparts; Electronic, Facsimile or Digital Signatures.** This Mortgage may be signed in one or more counterparts, which taken together shall constitute a single original. Electronic, facsimile, pdf, digital or similar signatures shall be construed as genuine.

SIGNATURE PAGE FOLLOWS

SAMPLE

BORROWER

In the presence of the following witnesses

Witness 1 Signature

Witness 1 Print Name

Print Name: _____

Witness 2 Signature

Witness 2 Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by means of physical presence remote online notarization by _____, who is personally known to me or produced _____ as identification.

Notary Public – State of Florida

NOTARY SEAL

Commission Number

Commission Expiration Date

SAMPLE

LENDER

In the presence of the following witnesses

WAUCHULA COMMUNITY
REDEVELOPMENT AGENCY

Witness 1 Signature

Witness 1 Print Name

By: _____
Print Name: _____
Title: _____

Witness 2 Signature

Witness 2 Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by means of physical presence remote online notarization by _____, who is personally known to me or produced _____ as identification, in his or her capacity as _____ of WAUCHULA COMMUNITY REDEVELOPMENT AGENCY.

Notary Public – State of Florida

NOTARY SEAL

Commission Number

Commission Expiration Date

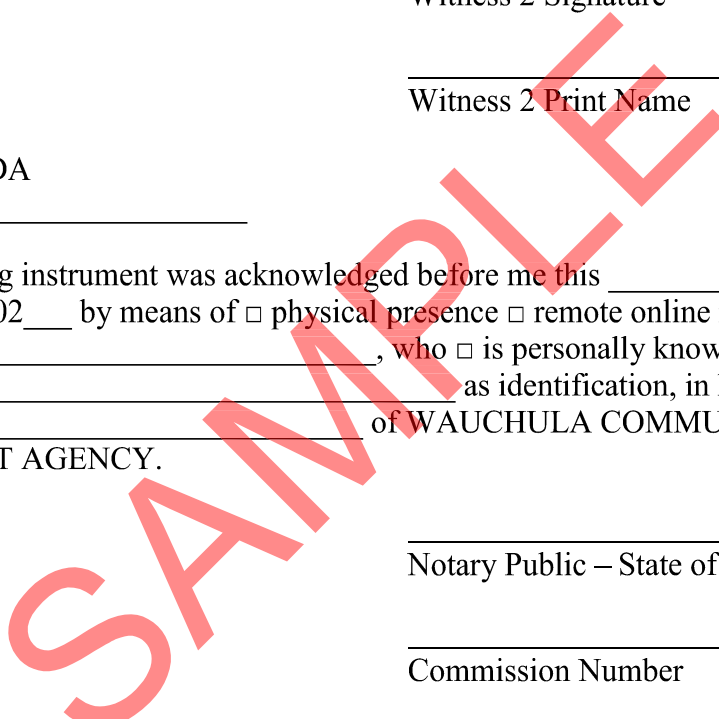


Exhibit A
Legal Description

SAMPLE