



INVOICE

13355 49th Street N, Ste B
Clearwater, FL 33762
Phone (727) 536-4755 Fax (727) 209-2191

INVOICE #132.380
DATE: 1.31.2023

TO:
Christopher Moore
Lealman Community CRA
Office of the Pinellas County Administration

FOR:
Developer Reimbursement

DESCRIPTION	AMOUNT
Acquisition Reimbursement	
	\$
Developer Incentive	
3718 57th Ave N	\$ 15,000
TOTAL	\$15,000

Included in packet-
Deed
Mortgage (Between Habitat and new homeowner)
Chain of Title
Settlement Statements
Property Map showing CRA location
County Income verification approval
Certificate of Occupancy
Pictures of Completed House
Proof of Hard Construction Cost Payments exceeding \$15,000

Make all checks payable to: **Habitat for Humanity of Pinellas County, Inc.**
Payment is due within 30 days.

Pinellas County Redevelopment Agency Approval to Pay:

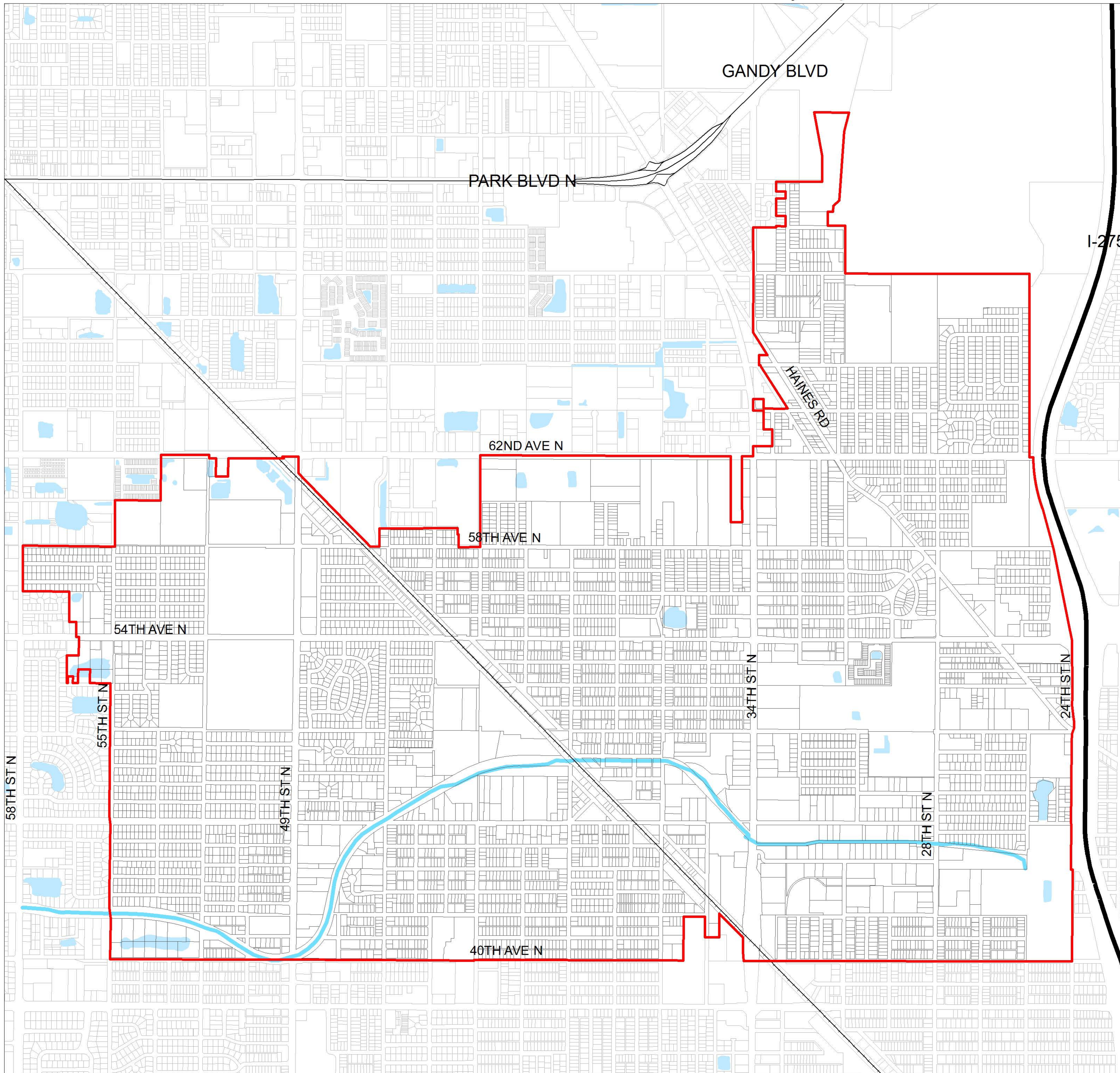
Pinellas County Administrator

Lealman CRA Boundary Map



Lealman

Community Redevelopment Area



Map Legend

- Boundary Line
- Property Parcels
- GANDY BLVD
- I-275
- PARK BLVD N
- Railroad
- Waterbodies

N



0 1/4 1/2 Miles

Pinellas County Planning, April 2016

From: [Moore, Christopher D](#)
To: [Sean Gowens](#); [Nunez, Felix](#)
Cc: [Sean King](#); [Jack Shanks](#)
Subject: RE: County Lealman CRA Income Certification Requirements
Date: Tuesday, January 24, 2023 12:21:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Sean (and Sean), thank you for confirming that the Gonzalez family does not receive any disability income. As such, we've completed our review and confirmed the applicants' incomes to be below 120% AMI and therefore eligible under the terms of the CRA's Services Agreement with Habitat. Thank you all for the great work serving our residents. It is truly appreciated. We look forward to your next submittal for the Hard Cost Construction Fee for these lots as described in the Agreement. Thank you, again!
Chris

Christopher D. Moore

Assistant to the County Administrator
Lealman Community
Office of the Pinellas County Administrator
[Tell us how we are doing!](#)
Phone: (727) 464-8219
cdmoore@pinellas.gov

All government correspondence is subject to the public records law.

From: Sean Gowens <sgowens@habitatpwp.org>
Sent: Monday, January 23, 2023 11:37 AM
To: Nunez, Felix <fnunez@pinellas.gov>
Cc: Moore, Christopher D <cdmoore@pinellas.gov>; Sean King <SKing@habitatpwp.org>; Jack Shanks <JShanks@habitatpwp.org>
Subject: County Lealman CRA Income Certification Requirements
Importance: High

CAUTION: *This message has originated from outside of the organization. **Do not** click on links or open attachments unless you are expecting the correspondence from the sender and know the content is safe.*

Good morning, Felix

Hope all is well.

I want to take this opportunity to re-introduce myself.

My name is Sean Gowens. I am a Mortgage Operations Manager here at Habitat for Humanity of Pinellas and West Pasco Counties.

I work alongside Debbra Lay in the Mortgage Operations Department. We touched base on Friday afternoon.

I understand you are working on the current specifics required on the list of documents for the Income Certification to complete the buyers case file for the Community Redevelopment Area (CRA)

I have attached the income, assets and Homeowner Candidates profiles on Jocelyn and Esteban Escobar for 3167 70th Ave N., St Pete and Edgardo and Tamaria Gonzalez for 3718 57th Ave. N., St.Pete

Please let me know if any supporting documentation is required.

I truly look forward to building a strong working relationship with you.

Respectfully

Sean Gowens

Mortgage Operations Manager

Habitat for Humanity of Pinellas and West Pasco Counties

13355 49th Street North, Suite B Clearwater, FL 33762 (Mailing Address)

14010 Roosevelt Blvd, Suite 704 Clearwater, FL 33762 (Administrative Headquarters)

13355 49th Street North, Suite B Clearwater, FL 33762 (Clearwater ReStore & Truist Education Center)

1350 22nd Street South St. Petersburg, FL 33712 (St. Pete Resource Center)

6431 US Highway 19, New Port Richey, FL 34652 (New Port Richey ReStore)

office: 727-536-4755, Ext. 212 | mobile: 770-241-3176 | fax: 727-209-2191

sgowens@habitatpwp.org | habitatpwp.org



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From: [Johnson-McCluster, Daphne](#)
To: [Moore, Christopher D](#); [Bussey, Bruce](#)
Cc: [Nunez, Felix](#); [Harris, Sherilyn K](#)
Subject: RE: County Lealman CRA Income Certification Requirements
Date: Tuesday, January 24, 2023 10:34:21 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning all:

I apologize that the figures I quoted in my estimate were inaccurate. I misinterpret the information on the VOE. The Gonzalez household's income is approximately \$54,539.31, not including disability income, if any, which is under 80% AMI for a household of 3.

Let me know if you should have any additional questions or concerns.

Daphne

Daphne L. Johnson-McCluster, CPM
Community Development Specialist III
Housing and Community Development
Pinellas County Government
310 Court Street
Clearwater, FL 33756

Djohnson-mccluster@pinellas.gov
Office (727) 464-8242

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From: Moore, Christopher D <cdmoore@pinellas.gov>
Sent: Monday, January 23, 2023 4:41 PM
To: Bussey, Bruce <bbussey@pinellas.gov>
Cc: Nunez, Felix <fnunez@pinellas.gov>; Harris, Sherilyn K <sharris@pinellas.gov>; Johnson-McCluster, Daphne <djohnson-mccluster@pinellas.gov>
Subject: Re: County Lealman CRA Income Certification Requirements

Thank you all very much. Felix and I will review and reach out to Daphne tomorrow. Thanks, again!

Christopher D. Moore
Assistant to the County Administrator
Lealman Community
Office of the Pinellas County Administrator
[Tell us how we are doing!](#)
Phone: (727) 464-8219

cdmoore@pinellas.gov

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On Jan 23, 2023, at 4:15 PM, Bussey, Bruce <bbussey@pinellas.gov> wrote:

Good afternoon Chris and Felix.

The income information provided by Habitat has been reviewed by Daphne. In the message below, she has provided income calculations as well as notes about additional information that would be needed to complete an income review meeting SHIP/ HUD standards. Feel free to reach out to Daphne directly with any questions.

Bruce Bussey

Community Development Manager

Housing and Community Development Department
Pinellas County Government
310 Court Street
Clearwater, FL 33756

bbussey@pinellas.gov

Office (727) 464-8257



All government correspondence is subjected to public records law.

From: Johnson-McCluster, Daphne <djohnson-mccluster@pinellas.gov>

Sent: Monday, January 23, 2023 4:00 PM

To: Bussey, Bruce <bbussey@pinellas.gov>

Cc: Harris, Sherilyn K <sharris@pinellas.gov>

Subject: RE: County Lealman CRA Income Certification Requirements

Hello Bruce:

Here's the Summary of my review:

Escobar Household:

1. Missing Pinellas County Housing Application, if applicable;
2. If we're going to use Habitat's application, the spouse income information is missing (although we have a no income affidavit in the file) As we have learned in training, the application is your base document on what information should be verified in the file;
3. Missing birth certificates for all dependents, listed on the application;
4. Not enough information on the VOE to determine income for the next twelve months (the VOE states that overtime and bonus income will continue); Agency should follow-up with employer to determine an estimate;
5. **Household income is approximately \$39,657.97 (with avg bonus, ot and commission income from last years' information); Under 80% AMI**

Gonzalez Household:

1. Missing Pinellas County Housing application, if applicable
2. Missing Habitat's application for Chakitta (Mr. Gonzalez's wife)
3. Habitat application states that someone in the household is disabled. Does this person receive any disability benefits?
4. On Chakitta's bank statements, it shows monthly cash deposits between \$45-\$120 on a monthly bases. Ms. Gonzalez to explain, in writing, where the money is coming from and if it will continue for the next 12 months.
5. **Household income is approximately \$79,551.31; over 80% and less than 120%.**

Daphne

From: Bussey, Bruce <bbussey@pinellas.gov>
Sent: Monday, January 23, 2023 2:04 PM
To: Johnson-McCluster, Daphne <djohnson-mccluster@pinellas.gov>
Cc: Harris, Sherilyn K <sharris@pinellas.gov>
Subject: FW: County Lealman CRA Income Certification Requirements
Importance: High

Daphne

Here are the two income packages for your review today as we discussed.

Thanks and let me know if you have any questions.

Bruce Bussey

Community Development Manager

Housing and Community Development Department
Pinellas County Government
310 Court Street
Clearwater, FL 33756

bbussey@pinellas.gov

Office (727) 464-8257

[<image003.png>](#)

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From: Moore, Christopher D <cdmoore@pinellas.gov>
Sent: Monday, January 23, 2023 12:50 PM
To: Bussey, Bruce <bbussey@pinellas.gov>; Harris, Sherilyn K <sharris@pinellas.gov>
Cc: Nunez, Felix <fnunez@pinellas.gov>
Subject: FW: County Lealman CRA Income Certification Requirements
Importance: High

Bruce, as Sean mentioned somehow Habitat had a glitch where their staff thought they were supposed to send the attached income packets to PC HFA for review. So, they are now in a time crunch to have the packets approved. Felix has had some income training in the past, but not directly with SHIP. He's reviewed them and per below both are around the 50% mark. Our Agreement with Habitat is for up to 120% and it doesn't specify the means for calculation. I feel comfortable from the CRA's perspective but can your team walk him through the review process from SHIP's perspective? I'd like to get back to Sean no later than tomorrow so they can proceed with the closing. Please advise on your thoughts. Thanks.

Christopher D. Moore

Assistant to the County Administrator
Lealman Community
Office of the Pinellas County Administrator
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cdmoore@pinellas.gov

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From: Nunez, Felix <fnunez@pinellas.gov>
Sent: Monday, January 23, 2023 12:26 PM
To: Moore, Christopher D <cdmoore@pinellas.gov>
Subject: FW: County Lealman CRA Income Certification Requirements
Importance: High

These look fine to me. Basic income docs are all good. First resident is below the 50% AMI, 2nd resident is slightly over the 50% AMI but not by much. But to my understanding they don't have to be at 50% correct? Do you want to have Bruce give the once over next?

Felix Nunez

CRA Coordinator - Lealman Community
Pinellas County Government
Lealman Exchange
5175 45th St N
St. Petersburg, FL 33714

Phone: (727) 464-5458
Fnunez@pinellas.gov



[<image003.png>](#)

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Sent: Monday, January 23, 2023 11:37 AM
To: Nunez, Felix <fnunez@pinellas.gov>
Cc: Moore, Christopher D <cdmoore@pinellas.gov>; Sean King <SKing@habitatpwp.org>;
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Redevelopment Area (CRA)

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I truly look forward to building a strong working relationship with you.

Respectfully

Sean Gowens

Mortgage Operations Manager

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Prepared by and return to:
Pinellas County Administrative Services
Facilities and Real Property Division
Attn: Josh Rosado
509 East Avenue South
Clearwater, FL 33756

Attn:
Property Appraiser

COUNTY DEED

THIS DEED, made this 21st day of June, 2022, by PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, Florida 33756, party of the first part, to HABITAT FOR HUMANITY OF PINELLAS AND WEST PASCO COUNTIES, INC., a not-for-profit corporation organized under the laws of the State of Florida, whose address is 13355 49th Street North, Clearwater, FL, 33762, party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand by the party of the second party, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Pinellas County, Florida:

*Lands described in Exhibit "A" attached hereto
and made a part hereof (the "Property").*

The Property is hereby granted to the party of the second part upon condition that the Property be only used for residential affordable housing purposes, for the benefit of qualified buyers with a household income at or below 120% of the Area Median Income, as defined by the United States Department of Housing and Urban Development, for five years from the closing dates of Buyer's subsequent sales to income-eligible homeowners, as further outlined and restricted in the associated land use restriction agreement, hereby incorporated herein and executed contemporaneously herewith. If the Property is not utilized in such a manner, the party of the first part has a right to reenter and terminate the party of the second part's estate.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year first written above.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

ATTEST: KEN BURKE
Clerk of the Circuit Court

By: *Deborah Peite*
Deputy Clerk

By: *Charlie Justice*
Charlie Justice, Chairman



I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 27 day of June, 2022.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: *[Signature]*
Deputy Clerk

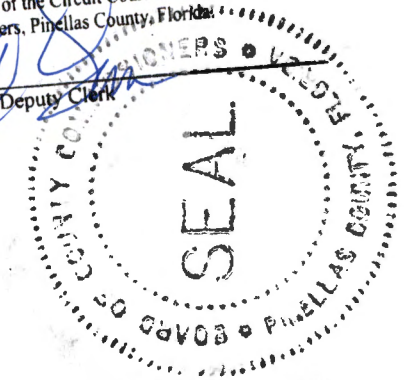


EXHIBIT "A"

Pinellas County Parcel No. 26-30-16-03690-004-0220; Baynard, Lee Jr. No. 4 Blk D, Lot 22

RESOLUTION NO.: 22-47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, DECLARING FIVE COUNTY-OWNED PROPERTIES SURPLUS, AND AUTHORIZING CONVEYANCE OF THE PROPERTIES BY DONATION TO HABITAT FOR HUMANITY OF PINELLAS AND WEST PASCO COUNTIES, INC., PURSUANT TO SECTION 125.38, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section §125.38, Florida Statutes, the Board of County Commissioners of Pinellas County (Board) is authorized to convey property to a nonprofit organization for the purposes of promoting community interest and welfare, subject to certain conditions, for such a price, whether nominal or otherwise, as the Board may fix, regardless of the actual value of the property; and

WHEREAS, Pinellas County (County) is the fee simple owner of five (5) parcels of real property, as identified in the attached Exhibits “A1-A5”, attached hereto and incorporated herein by reference, all being located in Pinellas County, Florida (Properties), which are not useful or needed for any County purposes; and

WHEREAS, Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a not-for-profit corporation, has requested conveyance of the Properties for affordable housing purposes; and

WHEREAS, in accordance with Section 125.38, Florida Statutes, this Board has determined that it is in the best interest of the County to convey the Properties to Habitat for Humanity of Pinellas and West Pasco Counties, Inc. to construct and provide affordable housing.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Pinellas County, Florida, in regular session duly assembled on this 21st day of June 2022, as follows:

1. The recitals set forth above are true and correct and incorporated herein by reference.
2. The Properties are hereby declared surplus for purposes of disposition, as they are not needed for County purposes.
3. The Chair of this Board is authorized to execute a County Deed transferring the Property to Habitat for Humanity of Pinellas and West Pasco Counties, Inc., at no cost to County or Habitat for Humanity of Pinellas County, pursuant to §125.38, Florida Statutes, to be used for affordable housing purposes.
4. The Properties shall be restricted to providing affordable housing to qualified homeowners with a household income at or below 120% of the area median income as defined by the United States Department of Housing and Urban Development for five (5) years from the date of issuance of a certificate of occupancy or closing date of the first sale, whichever date is later.

NOW BE IT FURTHER RESOLVED that the Chairman is authorized to execute the County Deeds, with authorization for the Clerk to attest, and record this Resolution and County Deeds in the Public Records of Pinellas County, Florida.

SEVERABILITY: If any section, sentence, clause or other provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

EFFECTIVE DATE: This Resolution shall become effective upon adoption as provided by law.

In a regular meeting duly assembled on the 21st day of June, 2022, Commissioner Gerard offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Long and upon roll call the vote was:

AYES: Justice, Long, Flowers, Gerard, Peters, and Seel.

NAYS: None.

ABSENT AND NOT VOTING: Eggers.

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 27 day of June, 2022

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida

By [Signature]
Deputy Clerk



EXHIBIT "A1"

Pinellas County Parcel No. 02-31-16-33930-001-0300; Grove Park Vista Sub Blk 1, Lots 30 and 31

EXHIBIT "A2"

Pinellas County Parcel No. 02-31-16-33966-000-0220; Grove Park Vista Annex Rep Lot 22

EXHIBIT "A3"

Pinellas County Parcel No. 03-31-16-51030-016-0161; Lellman Heights 3rd Sec Blk 16, S ½ of Lot 16

EXHIBIT "A4"

Pinellas County Parcel No. 26-30-16-03690-004-0220; Baynard, Lee Jr. No. 4 Blk D, Lot 22

EXHIBIT "A5"

Pinellas County Parcel No. 34-30-16-12888-001-0090; Burnside at Lellman Blk 1, Lot 9

FileNo./Escrow No.: 2023-1009
 Print Date & Time: 1/30/2023 @ 10:21 AM
 Officer/Escrow Officer: Jeffrey D. Fishman
 Settlement Location:
 413 S. MacDill Avenue
 Tampa, Florida 33609-3036

Investors Title & Settlement Services
1087560
413 S. MacDill Avenue
Tampa, Florida 33609-3036

Property Address: 3718 57th Avenue North, Saint Petersburg, Florida 33714
 Buyer: Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaria Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship, 6381 29th Way North, Saint Petersburg, Florida 33702
 Seller: Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation, a/k/a Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a not-for-profit corporation, 13355 49th Street N, Clearwater, Florida 33762
 Lender: Habitat for Humanity of Pinellas County, Inc., 13355 49th Street N, Suite B, Clearwater, Florida 33762
 Loan Type: Conventional Settlement
 Loan Number: 132380


 Settlement Date: 1/31/2023
 Disbursement Date: 1/31/2023
 Additional dates per state requirements:


Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$380,000.00	Sales Price of Property	\$380,000.00	
		Deposit including earnest money		\$1,000.00
\$1,000.00		Excess Deposit		
		Loan Amount		\$235,000.00
\$1,783.78		Seller Credit		\$1,783.78
		Title - Insurance Seller Credit		\$1,975.00
		Deferred Equity		\$145,000.00
\$235,000.00		SELLER HELD MORTGAGE to Habitat for Humanity of Pinellas County, Inc.		
\$145,000.00		Deferred Equity		
\$1,975.00		Title - Insurance Seller Credit		
		Impounds		
		Homeowner's Insurance 2 months @ \$57.39 per month	\$114.78	
		Property Taxes 2 months @ \$531.00 per month	\$1,062.00	
		Title Charges & Escrow / Settlement Charges		
		Title - ALTA 8.1-06 Environmental Protection to Investors Title & Settlement Services	\$25.00	
\$125.00		Title - Closing Fee to Investors Title & Settlement Services	\$250.00	
		Title - Endorsement FI Form 9 to Investors Title & Settlement Services	\$200.00	
		Title - Lender's Coverage Premium to Investors Title & Settlement Services	\$1,250.00	


		Title - Title Search to Investors Title & Settlement Services	\$100.00	
		Title - Owner's Coverage Premium to Investors Title & Settlement Services	\$750.00	
		Government Recording & Transfer Charges		
		Recording Fees to Clerk of the Circuit Court	\$174.50	
		Recording Fee-Assignment of Mortgage to Clerk of the Circuit Court	\$10.00	
\$27.00		Recording Fee-TNOC to Clerk of the Circuit Court		
\$2,660.00		Transfer Taxes - Deed State to Clerk of the Circuit Court		
		Transfer Taxes - Mortgage State to Clerk of the Circuit Court	\$822.50	
		Miscellaneous		
		Homeowner's Insurance Premium to American Integrity (POC by Borrower: \$688.67)		
Seller				
Debit		Description	Borrower/Buyer	
	Credit		Debit	Credit
\$387,570.78	\$380,000.00	Subtotals	\$384,758.78	\$384,758.78
		Due To Borrower		
\$7,570.78		Due From Seller		


Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Investors Title & Settlement Services to cause the funds to be disbursed in accordance with this statement.

Borrower:  Edgardo Miguel Gonzalez

Borrower:  Chakitta Ladenise Gonzalez

Borrower:  Tamaría Reale Gonzalez

Seller:  Habitat for Humanity of Pinellas County, Inc.
Michael Sutton, Chief Executive Officer

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Escrow Officer: Jeffrey D. Fishman

Closing Disclosure

Closing Information

Date Issued 1/27/2023
Closing Date 1/31/2023
Disbursement Date 1/31/2023
Settlement Agent Investors Title & Settlement Services
File # 2023-1009
Property 3718 57th Avenue North
 Saint Petersburg, Florida 33714
Sales Price \$380,000.00

Transaction Information

Borrower Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship
 6381 29th Way North
 Saint Petersburg, Florida 33702

Seller Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation, a/k/a Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a not-for-profit corporation
 13355 49th Street N
 Clearwater, Florida 33762

Summaries of Transactions

SELLER'S TRANSACTION

M. Due to Seller at Closing **\$380,000.00**

01 Sale Price of Property \$380,000.00

02 Sale Price of Any Personal Property Included in Sale

03

04

05

06

07

08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes to

10 County Taxes to

11 Assessments to

12

13

14

15

16

N. Due from Seller at Closing **\$387,570.78**

01 Excess Deposit \$1,000.00

02 Closing Costs Paid at Closing (J) \$2,812.00

03 Existing Loan(s) Assumed or Taken Subject to

04 Payoff of First Mortgage Loan

05 Payoff of Second Mortgage Loan

06 SELLER HELD MORTGAGE to Habitat for Humanity of Pinellas County, Inc. \$235,000.00

07 Deferred Equity \$145,000.00

08 Seller Credit \$1,783.78

09 Title - Insurance Seller Credit \$1,975.00

10

11

12

13

Adjustments for Items Unpaid by Seller

14 City/Town Taxes to

15 County Taxes to

16 Assessments to

17

18

19

CALCULATION

Total Due to Seller at Closing \$380,000.00

Total Due from Seller at Closing -\$387,570.78

Cash From To Seller **\$7,570.78**

Contact Information

REAL ESTATE BROKER (B)

Name

Address

FL License ID

Contact

Contact FL License ID

Email

Phone

REAL ESTATE BROKER (S)

Name

Address

FL License ID

Contact

Contact FL License ID

Email

Phone

SETTLEMENT AGENT

Name Investors Title & Settlement Services

Address 413 S. MacDill Avenue
Tampa, Florida 33609-3036

FL License ID E068414

Contact Jeffrey D. Fishman

Contact FL License ID E064297

Email closings@investortitle.com

Phone (813) 879-0261



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs	Seller-Paid	
	At Closing	Before Closing
A. Origination Fees		
01 0.00% of Loan Amount (Points)		
02		
03		
04		
05		
06		
B. Services Borrower Did Not Shop For		
01		
02		
03		
04		
05		
06		
C. Services Borrower Did Shop For		
		\$125.00
01 Title - ALTA 8.1-06 Environmental Protection to Investors Title & Settlement Services		
02 Title - Closing Fee to Investors Title & Settlement Services	\$125.00	
03 Title - Endorsement FI Form 9 to Investors Title & Settlement Services		
04 Title - Lender's Coverage Premium to Investors Title & Settlement Services		
05 Title - Title Search to Investors Title & Settlement Services		
06		
07		
08		
Other Costs		
E. Taxes and Other Government Fees		
		\$2,687.00
01 Recording Fees Deed: \$10.00 Mortgage: \$164.50		
02 Recording Fee-Assignment of Mortgage to Clerk of the Circuit Court		
03 Recording Fee-TNOC to Clerk of the Circuit Court	\$27.00	
04 Transfer Taxes - Deed State to Clerk of the Circuit Court	\$2,660.00	
05 Transfer Taxes - Intangible Tax to Clerk of the Circuit Court		
06 Transfer Taxes - Mortgage State to Clerk of the Circuit Court		
07		
08		
09		
F. Prepays		
01 Homeowner's Insurance Premium to American Integrity		
02 Mortgage Insurance Premium		
03 Prepaid Interest (\$0.00 per day from 1/31/2023 to 2/1/2023)		
04 Property Taxes		
05		
06		
07		
G. Initial Escrow Payment at Closing		
01 Homeowner's Insurance		
02 Mortgage Insurance		
03 Property Taxes		
04		
05		
06		
H. Other		
01 Title - Owner's Coverage Premium (Optional) to Investors Title & Settlement Services		
02		
03		
04		
05		
06		
J. TOTAL CLOSING COSTS		
		\$2,812.00

Closing Disclosure Addendum

Date Issued 1/27/2023

Closing Date 1/31/2023

Buyers/Borrowers - Addendum

- | | | |
|--|---|---|
| 1. Edgardo Miguel Gonzalez
6381 29th Way North
Saint Petersburg, Florida 33702 | 2. Chakitta Ladenise Gonzalez
6381 29th Way North
Saint Petersburg, Florida 33702 | 3. Tamaría Reale Gonzalez
6381 29th Way North
Saint Petersburg, Florida 33702 |
|--|---|---|

Confirm Receipt

We/I have carefully reviewed the Closing Disclosure and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.

Habitat for Humanity of Pinellas County, Inc.

Seller:


Michael Sutton, Chief Executive Officer


Dated

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 1/27/2023
Closing Date 1/31/2023
Disbursement Date 1/31/2023
Settlement Agent Investors Title & Settlement Services
File # 2023-1009
Property 3718 57th Avenue North
 Saint Petersburg, Florida 33714
Sales Price \$380,000.00

Transaction Information

Borrower Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship
 6381 29th Way North
 Saint Petersburg, Florida 33702
Seller Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation, a/k/a Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a not-for-profit corporation
 13355 49th Street N
 Clearwater, Florida 33762
Lender Habitat for Humanity of Pinellas County, Inc.

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID # 132380
MIC

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$235,000.00	NO
Interest Rate	0.00%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$652.78	NO
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	NO	

Projected Payments			
Payment Calculation	Years 1 - 30		
Principal & Interest	\$652.78		
Mortgage Insurance	+		
Estimated Escrow <i>Amount can increase over time</i>	+	\$588.39	
Estimated Total Monthly Payment	\$1,241.17 - \$1,241.17		
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details.</i>	\$588.39 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	In Escrow? YES YES

Costs at Closing	
Closing Costs	\$5,447.45 Includes \$1,825.00 in Loan Costs + \$3,622.45 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>

Cash to Close

\$0

Includes Closing Costs. See *Calculating Cash to Close* on page 3 for details.

From To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid By Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Fees					
01	0.00% of Loan Amount (Points)				
02					
03					
04					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
C. Services Borrower Did Shop For					
		\$1,825.00			
01	Title - ALTA 8.1-06 Environmental Protection to Investors Title & Settlement Services	\$25.00			
02	Title - Closing Fee to Investors Title & Settlement Services	\$250.00	\$125.00		
03	Title - Endorsement FI Form 9 to Investors Title & Settlement Services	\$200.00			
04	Title - Lender's Coverage Premium to Investors Title & Settlement Services	\$1,250.00			
05	Title - Title Search to Investors Title & Settlement Services	\$100.00			
06					
07					
D. TOTAL LOAN COSTS (Borrower-Paid)					
		\$1,825.00			
Loan Costs Subtotal (A + B + C)		\$1,825.00			
Other Costs					
E. Taxes and Other Government Fees					
		\$1,007.00			
01	Recording Fees Deed: \$10.00 Mortgage: \$164.50	\$174.50			
02	Recording Fee-Assignment of Mortgage to Clerk of the Circuit Court	\$10.00			
03	Recording Fee-TNOC to Clerk of the Circuit Court		\$27.00		
04	Transfer Taxes - Deed State to Clerk of the Circuit Court		\$2,660.00		
05	Transfer Taxes - Intangible Tax to Clerk of the Circuit Court				
06	Transfer Taxes - Mortgage State to Clerk of the Circuit Court	\$822.50			
07					
08					
F. Prepays					
		\$688.67			
01	Homeowner's Insurance Premium to American Integrity		\$688.67		
02	Mortgage Insurance Premium				
03	Prepaid Interest (\$0.00 per day from 1/31/2023 to 2/1/2023)				
04	Property Taxes				
05					
06					
G. Initial Escrow Payment at Closing					
		\$1,176.78			
01	Homeowner's Insurance \$57.39 per month for 2 mo.	\$114.78			
02	Mortgage Insurance				
03	Property Taxes \$531.00 per month for 2 mo.	\$1,062.00			
04					
05					
H. Other					
		\$750.00			
01	Title - Owner's Coverage Premium (Optional) to Investors Title & Settlement Services	\$750.00			
02					
03					
04					
I. TOTAL OTHER COSTS (Borrower-Paid)					
		\$3,622.45			
Other Costs Subtotal (E + F + G + H)		\$2,933.78	\$688.67		
J. TOTAL CLOSING COSTS (Borrower-Paid)					
		\$5,447.45			
Closing Costs Subtotals (D + I)		\$4,758.78	\$688.67	\$2,812.00	
Lender Credits					

Calculating Cash To Close	Use this table to see what has changed from your Loan Estimate.		
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,577.00	\$5,447.45	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$688.67	YES • You paid these Closing Costs before closing.
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$145,000.00	\$145,000.00	NO
Deposit	-\$1,000.00	-\$1,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	-\$6,737.00	-\$1,783.78	YES • The amount the seller will pay for the loan costs has decreased. See details in Section L.
Adjustments and Other Credits	-\$145,000.00	-\$146,975.00	YES • See details in Section L.
Cash to Close	\$840.00	\$0	

Summaries of Transactions Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$384,758.78
01 Sale Price of Property	\$380,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$4,758.78
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes	to
09 County Taxes	to
10 Assessments	to
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrowers at Closing	\$384,758.78
01 Deposit	\$1,000.00
02 Loan Amount	\$235,000.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	\$1,783.78
Other Credits	
06 Title - Insurance Seller Credit	\$1,975.00
07	
Adjustments	
08 Deferred Equity	\$145,000.00
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes	to
13 County Taxes	to
14 Assessments	to
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$384,758.78
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$384,758.78
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$380,000.00
01 Sale Price of Property	\$380,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes	to
10 County Taxes	to
11 Assessments	to
12	
13	
14	
15	
16	

N. Due from Seller at Closing	\$387,570.78
01 Excess Deposit	\$1,000.00
02 Closing Costs Paid at Closing (J)	\$2,812.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06 SELLER HELD MORTGAGE to Habitat for Humanity of Pinellas County, Inc.	\$235,000.00
07 Deferred Equity	\$145,000.00
08 Seller Credit	\$1,783.78
09 Title - Insurance Seller Credit	\$1,975.00
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes	to
15 County Taxes	to
16 Assessments	to
17	
18	
19	

CALCULATION

Total Due to Seller at Closing	\$380,000.00
Total Due from Seller at Closing	-\$387,570.78
Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Seller	\$7,570.78

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.;
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5.0000 % of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
3718 57th Avenue North
Saint Petersburg, Florida 33714

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$7,060.68	Estimated total amount over year 1 for your escrowed property costs: <i>Homeowner's Insurance</i> <i>Property Taxes</i>
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$1,176.78	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$588.39	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Payment (AP) Table

Interest Only Payments?	NO
Optional Payments?	NO
Step Payments?	NO
Seasonal Payments?	NO
Monthly Principal and Interest Payments	
First Change/Amount	\$0.00 at the -11th payment
Subsequent Changes	
Maximum Payment	\$652.78 starting at 1st payment

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$237,075.00
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	\$235,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0.00%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	0.00%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Habitat for Humanity of Pinellas County, Inc.	Valley National Bank, N.A.			Investors Title & Settlement Services
Address	13355 49th Street N Suite B Clearwater, Florida 33762	1720 Route 23 North Wayne, New Jersey 07470			413 S. MacDill Avenue Tampa, Florida 33609-3036
NMLS ID					
FL License ID					E068414
Contact	Debbra Lay				Jeffrey D. Fishman
Contact NMLS ID					
Contact FL License ID					E064297
Email	dlay@habitatpwp.org				closings@investortitle.com
Phone	(727) 536-4755	() - - - -			(813) 879-0261

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about what happens if you fail to make your payments, what is a default on the loan, situations in which your lender can require early repayment of the loan, and the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Closing Disclosure Addendum

Date Issued 1/27/2023

Closing Date 1/31/2023

Loan ID# 132380

Buyers/Borrowers - Addendum

1. Edgardo Miguel Gonzalez 6381 29th Way North Saint Petersburg, Florida 33702	2. Chakitta Ladenise Gonzalez 6381 29th Way North Saint Petersburg, Florida 33702	3. Tamaría Reale Gonzalez 6381 29th Way North Saint Petersburg, Florida 33702
--	---	---

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Borrower: 
Edgardo Miguel Gonzalez

1-31-23
Dated

Borrower: 
Chakitta Ladenise Gonzalez

1-31-2023
Dated

Borrower: 
Tamaría Reale Gonzalez

1-31-23
Dated

Florida Insurance Premium Disclosure & Settlement Agent Certification

Agency File #: 2023-1009

Closing Date: 01/31/2023

You are being given this form and certification to explain differences between Federal and Florida law. Federal law requires the costs of the policies to be calculated using the full premium for the lender policy. Florida law allows the premium for the lender's policy to be calculated using a lower rate when purchased along with an owner's policy.

If both an owner's policy and a lender's policy are being purchased, the title insurance premiums on this form might differ from the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the lender policy premium will probably be higher.

The chart below lists the amounts disclosed by the lender and the premium for the policies being purchased. These amounts include the charges for endorsements to the policies:

		Closing Disclosure Amount				Florida Premium			
		Buyer	Seller	Lender	Other	Buyer	Seller	Lender	Other
(a)	Lender's Policy:	\$1,250.00				\$25.00			
(b)	Lender's Endorsements:	\$225.00				\$225.00			
(c)	Lender's Policy Total:	\$1,475.00				\$250.00			
(d)	Owner's Policy:	\$750.00					\$1,975.00		
(e)	Owner's Endorsements:								
(f)	Owner's Policy Total:	\$750.00					\$1,975.00		
	Total All Policies (c + f):	\$2,225.00				\$250.00	\$1,975.00		
	Reissue Credit:								
	Total Premium:		\$2,225.00				\$2,225.00		

**** Closing Disclosure includes a Credit to the Buyer for the Title Insurance Premium in the amount of : \$1,975.00**

The total dollar amount for the policies as disclosed on this form should be equal to the total premium calculated using the Florida Insurance Code. The Florida Premium amounts listed above will be used to disburse the funds from the title agency's escrow account to First American Title Insurance Company and Investors Title & Settlement Services.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Habitat for Humanity of Pinellas County, Inc.


Borrower:


Edgerdo Miguel Gonzalez

1-31-23

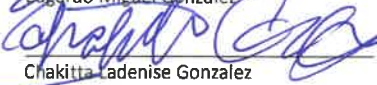
Dated

Seller:


Michael Sutton, Chief Executive Officer

1/31/2023
Dated


Borrower:


Chakitta Ladenise Gonzalez

1-31-23

Dated

Borrower:


Tamaría Reale Gonzalez

1-31-23

Dated

Settlement Agent Certification

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Settlement Agent Signature

Date Signed

Jeffrey D. Fishman

Settlement Agent Name

E064297

Florida License Number

Investors Title & Settlement Services

Title Agency Holding Funds

E068414

Florida License Number

Acknowledgement of Receipt of Restrictive Covenants

Our File Number: 2023-1009


Borrower: **Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship**

The above Borrower (s) hereby acknowledge that Habitat for Humanity of Pinellas County has provided them with a copy of the LURA (Land Use Restriction Agreement) that was originated with Pinellas County in regards to restrictions recorded in Official Record Book 22151, Pages 2382 of the Public Records of Pinellas County, Florida on the property located at:

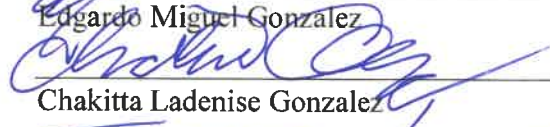
3718 57th Avenue North, Saint Petersburg, Florida 33714 ,

and that the LURA has **been explained to the Borrower.**


Date: 01/31/2023




Edgardo Miguel Gonzalez - Borrower



Chakitta Ladenise Gonzalez



Tamaría Reale Gonzalez - Borrower



Habitat for Humanity of Pinellas County, Inc.,- Representative

This instrument was prepared by:
Pinellas County Housing & Community
Development Department
440 Court Street, 2nd Floor
Clearwater, FL 33756

LAND USE RESTRICTION AGREEMENT
Pinellas County Affordable Housing Development Program

THIS LAND USE RESTRICTION AGREEMENT ("Agreement") is entered into as of the 21st day of June, 2022 ("Effective Date"), between Pinellas County a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 33762 ("COUNTY"), and Habitat for Humanity of Pinellas and West Pasco Counties, Inc, a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 13355 49th Street North, Clearwater, FL 33762 ("AGENCY") (collectively the "Parties").

WITNESSETH:

WHEREAS, on the 21st day of June, 2022, the COUNTY conveyed the real property described in Exhibit A, attached hereto and incorporated herein ("Property") to the AGENCY to construct affordable residential ownership single-family housing in the Lealman Community Redevelopment Area, located in the County of Pinellas, State of Florida ("Project"); and

WHEREAS, AGENCY acknowledges it is necessary to comply with the requirements of the Pinellas County Affordable Housing Development Program as a condition of which said Property was, declared surplus and conveyed to the AGENCY; and

WHEREAS, in consideration of the Property conveyed to AGENCY, AGENCY covenants and agrees that in connection with the acquisition and/or construction, rehabilitation and ownership of the Property, AGENCY will comply, and will require any subsequent purchasers of the Property to comply, with the following covenants and restrictions on the use of the Property as set forth herein; and

WHEREAS, the Parties wish to set forth their mutual rights, obligations and commitments to provide affordable dwelling units as more particularly described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Affordability Period.** For the purpose of this Agreement, the Affordability Period shall be five (5) years. The Affordability Period shall commence on the day that the Property is sold by AGENCY to a Qualified Buyer, as that term is defined below, and terminate five (5) years thereafter.

3. **Affordability of Assisted Units.**

- A. During the Affordability Period, the single-family homes to be developed on the Property shall be residential single-family detached houses designed and intended for the primary purpose of providing affordable, decent, safe and sanitary residential units available for sale to the general public ("Assisted Units").
- B. For the duration of the Affordability Period, the Property, to include the Assisted Units, shall be operated as affordable residential ownership single family housing and may not be used as or converted to rental housing or any other use.
- C. All sales of the Assisted Units shall be restricted to buyers whose annual household income does not exceed 120% of the Area Median Income for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, adjusted for family size, at the time of purchase. For purposes of clarity, these income limits are calculated annually by the United States Department of Housing and Urban Development ("HUD") and the maximum rental amounts for each income threshold shall be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership.

4. **Qualified Buyers.** The AGENCY shall determine and verify in writing the income eligibility of all homebuyers in accordance with HUD programs, or by an alternative method pre-approved by the COUNTY for the Project. The AGENCY shall calculate gross annual income by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the income eligibility determination. The AGENCY shall obtain COUNTY verification and approval of potential buyer income eligibility a minimum of twenty-one (21) days prior to finalizing any sale.

5. **Homebuyer Rules.**

- A. For the duration of the Affordability Period, the Assisted Units shall be sold to buyers whose annual household income does not exceed the income requirements set forth in Section 3, **Affordability of Assisted Units**, at the time of purchase ("Qualified Buyers").
- B. Qualified Buyers must occupy the Assisted Unit as their primary residence and shall not be permitted to rent or lease the units at any time during the Affordability Period. At the written request of a Qualified Buyer, exceptions may be made by the COUNTY to the requirements specified in this paragraph (B) for servicemembers of the United States pursuant to 50 U.S.C. App. § 531, The Servicemembers Civil Relief Act, and any

other applicable regulation or law.

- C. The requirements set forth in this Agreement apply to the initial sale, as well as all future resales, of the Assisted Unit for the duration of the Affordability Period. AGENCY shall assure that all Qualified Buyers sign a Land Use Restriction Agreement (LURA), affidavit, or other COUNTY-approved restriction stipulating to the affordability and other requirements set forth herein as a part of any written agreement for purchase of an Assisted Unit ("Restrictions"). The Restrictions shall be submitted to the COUNTY or it's designee for approval prior to the sale of the subject Assisted Unit.
- D. Upon the initial sale, and any subsequent resale, of each Assisted Unit the AGENCY, at AGENCY'S sole expense, shall have properly filed and recorded the Restrictions in the official public records of Pinellas County, Florida.

6. Nondiscrimination. Neither the AGENCY nor its appointees or assigns shall discriminate, as defined by state or federal statute, or by local ordinance, on the basis of race, color, age, sexual orientation, familial status, disability, religion, national origin, or any other protected class in the selection of prospective homeowners or in connection with the employment or application for employment of persons for the Project.

7. Liens, Charges, Taxes, and Assessments. During the Affordability Period, AGENCY or its successors or assigns will promptly pay, and will require any subsequent purchasers of the Property to promptly pay all taxes, assessments, charges, fines, and Impositions attributable to the Property, including all improvements thereto, including mechanics liens, homeowner association or community association dues, fees and assessments, if any. Non-payment of charges described in this paragraph will constitute a default of this Agreement.

8. Monitoring and Inspection. The AGENCY shall permit the COUNTY or its designee to inspect all records pertaining to determination of income eligibility and qualification of a Qualified Buyer of an Assisted Unit prior to scheduling a closing, and shall submit to the COUNTY, no later than thirty (30) days following closing, such records and documentation as required by the COUNTY to document compliance with this Agreement.

9. Development Conditions. AGENCY must construct Assisted Units that are built in accordance with all applicable building, land use and zoning regulations. Assisted Units must meet the following minimum size and design requirements: 1,200 square feet, three (3) bedrooms, two (2) bathrooms, and an enclosed garage.

10. Assurance of Public Purpose. AGENCY must complete construction of the Assisted Units, including obtaining a certificate of occupancy (CO), within twelve (12) months of the date of the deed (closing date) conveying the Property from COUNTY to AGENCY. AGENCY may be granted an

extension of time for good cause at the sole discretion and with advance written consent of the COUNTY.

Should AGENCY materially default on the terms and conditions incorporated herein before the Property is conveyed to a Qualified Buyer, or if AGENCY is unable or unwilling to develop the Property in accordance with the terms and conditions incorporated herein, AGENCY agrees that the COUNTY shall have the right to reacquire the Property in fee simple real estate. The AGENCY acknowledges that the deed from the COUNTY for the Property will contain a mechanism to further establish the COUNTY's right to reacquire. If the COUNTY elects to reacquire the Property, the AGENCY shall be responsible to satisfy any and all liens placed on the Property or improvements thereto as a result of AGENCY'S actions or direction at AGENCY'S sole cost and expense. The AGENCY further agrees that in the event of a default and reversion to COUNTY, AGENCY will provide a deed to COUNTY to codify the same. AGENCY shall be liable for all costs and expenses incurred by COUNTY enforcing its reversionary rights, including the satisfaction of any and all liens.

11. Defaults; Remedies. If the AGENCY shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed, then and in such event, the COUNTY shall be entitled, in addition to all other remedies provided by law or in equity:

- A. To compel specific performance by the AGENCY of its obligations under this Agreement, it being recognized that the beneficiaries of AGENCY'S obligations hereunder cannot be adequately compensated by monetary damages in the event of AGENCY'S default; and
- B. To rescind, or discontinue any and all incentives, either regulatory and/or financial, provided to AGENCY.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the AGENCY provided for in this Agreement shall be given by mailing such notice by certified mail to the AGENCY address stated herein, or at such other address as the AGENCY may designate by written notice to the COUNTY as provided herein, and (b) any notice to the COUNTY shall be given by certified mail, return receipt requested, to the COUNTY'S address stated herein, with a copy to the preparer of this instrument, or to such other address as the COUNTY may designate by written notice to the AGENCY as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to the AGENCY or COUNTY when given in the manner designated herein.

13. Condemnation. If, during the Affordability Period, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to COUNTY to cover the sums COUNTY paid to acquire the Property, in such proportion as is equal to the portion of the Property taken, with excess, if any, paid to the Property owner at the

time of the taking.

14. Successors and Assigns. This Agreement shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein. The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the AGENCY, its successors, assigns, and all subsequent owners of the Property or any interest therein, commencing on the Effective Date and continuing through the end of the Affordability Period. The AGENCY shall expressly reference the conditions and covenants of this Agreement on any deed or other instrument conveying ownership interest in the Property.

15. No Conflict with Other Documents. The AGENCY warrants that it has not, and will not, execute any other contract or agreement with provisions contradictory to, or in opposition to the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

16. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

17. Enforcement of Terms. The benefits of this Agreement shall inure to and may be enforced by the COUNTY for the full duration of the Affordability Period, whether or not the Project loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the Project are outstanding. Breach of these terms during the Affordability Period shall result in recapture of all COUNTY funds expended on the Project.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required

ATTEST:
KEN BURKE, CLERK OF CIRCUIT COURT

Deelynn Lewis
Deputy Clerk Signature

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its Board of
County Commissioners

By: *Charlie Justice*
Charlie Justice, Chair

Date: June 21, 2022



Habitat for Humanity of Pinellas and West
Pasco Counties, Inc.

By: *[Signature]*
Signature

Michael Sutton, President and CEO
Name/Title

Date: 7/15, 2022

ATTEST:
Charles R. Armstrong
Witness #1 Signature

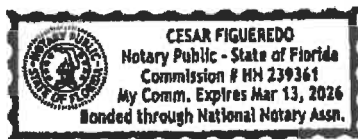
Charles R. Armstrong
Print or Type Name

Hannah E. Eddy
Witness #2 Signature

Hannah E. Eddy
Print or Type Name

STATE OF FLORIDA) COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of July, 2022, by Michael Sutton, President and Chief Executive Officer of Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a Florida Not for Profit Corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.



(NOTARY STAMP/SEAL ABOVE)

Cesar Figuero
Signature

Cesar Figuero
Name of Notary, typed, printed or stamped

EXHIBIT "A"

Legal Description:

Grove Park Vista Sub Blk 1, Lots 30 and 31; Pinellas County Parcel No. 02-31-16-33930-001-0300

Legal Description:

Grove Park Vista Annex Rep Lot 22; Pinellas County Parcel No. 02-31-16-33966-000-0220

Legal Description:

Lellman Heights 3rd Sec Blk 16, S ½ of Lot 16; Pinellas County Parcel No. 03-31-16-51030-016-0161

Legal Description:

Baynard, Lee Jr. No. 4 Blk D, Lot 22; Pinellas County Parcel No. 26-30-16-03690-004-0220

Legal Description:

Burnside at Lellman Blk 1, Lot 9; Pinellas County Parcel No. 34-30-16-12888-001-0090

Prepared by: Joni L. Holt, an employee of
Investors Title & Settlement Services, 413 S. MacDill Avenue
Tampa, Florida 33609-3036

File Number: 2023-1009

Corporate Warranty Deed

This Indenture, made January 31, 2023 A.D. Between Habitat for Humanity of Pinellas County, Inc. whose post office address is: 13355 49th Street N, Clearwater, Florida 33762 a corporation existing under the laws of the State of Florida, Grantor and Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship whose post office address is: 3718 57th Avenue North, Saint Petersburg, Florida 33714, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Pinellas, State of Florida, to wit:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.

Parcel Identification Number: 34-30-16-12888-001-0090

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse services for or accommodations or other benefits to any person with respect to the property on account of the person's race, color or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color or national origin with respect to the property. This covenant shall run with the land.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed and Sealed in Our Presence:

J. Gowens
Witness Print Name: SEAN GOWENS

Debra Lay
Witness Print Name: Debra Lay

Habitat for Humanity of Pinellas County, Inc.

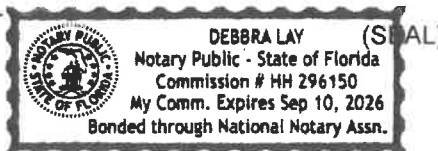
By: [Signature]

Michael Sutton
Its: Chief Executive Officer

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me by means of physical presence, this 30th day of January, 2023 by Michael Sutton, the Chief Executive Officer of Habitat for Humanity of Pinellas County, Inc., a corporation existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

Debra Lay
Notary Public Sept. 10, 2026



MORTGAGE NOTE

STATE OF FLORIDA
COUNTY OF PINELLAS

Date: **January 31, 2023**

FOR VALUE RECEIVED, the undersigned (Jointly and severally, if more than one), promises to pay to Habitat for Humanity of Pinellas County, Inc., or order, in the manner hereinafter specified, the principal sum of Two Hundred Thirty Five Thousand dollars & no cents (\$235,000.00), with interest from date at the rate of ZERO Percent (0.00%), per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at: **13355 49th Street North, Clearwater, FL 33762** or at such place as may hereafter be designed by written notice from the holder to maker hereof, on the date and in the manner following:

Monthly payments in the sum of Six Hundred Fifty Two dollars & Seventy Eight cents, (\$652.78) beginning on March 1, 2023 and continuing on the same day each month until February 1, 2053 at which time the remaining principal balance of Six Hundred Fifty One dollars & Ninety Eight cents (\$651.98) will be due and payable.

A late charge will be imposed in the amount of Five Percent (5.00%) of any monthly installment not received within Fifteen (15) days after the installment is due. Following an event of default, the loan shall bear interest at a default rate equal to the maximum lawful rate.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon, whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the undersigned have executed this document on this **31st** day of **January, 2023**.


Edgardo Miguel Gonzalez

- Borrower


Tamaría Reale Gonzalez

- Borrower

Prepared by and Return To:

Joni L. Holt, an employee of
Investors Title & Settlement Services,
413 S. MacDill Avenue
Tampa, Florida 33609-3036
File Number: 2023-1009

PURSUANT TO SECTION 199.183(2), FLORIDA STATUTES, LENDER IS EXEMPT FROM THE PAYMENT OF FLORIDA NON-RECURRING INTANGIBLE PERSONAL PROPERTY TAXES IN CONNECTION WITH THE NOTES SECURED BY THIS MORTGAGE, AS LENDER IS AN ORGANIZATION EXEMPT FROM FEDERAL TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, AS PROVIDED IN SAID SECTION 199.183(2).

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **“Security Instrument”** means this document, which is dated **January 31, 2023**, together with all Riders to this document.

(B) **“Borrower”** is individually and, if more than one, collectively and jointly and severally, **Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaria Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship**, whose mailing address is **3718 57th Avenue North, Saint Petersburg, Florida 33714**. Borrower is the mortgagor under this Security Instrument.

(C) **“Lender”** is **Habitat for Humanity of Pinellas County, Inc.**. Lender is a not for profit corporation organized and existing under the laws of the State of Florida. Lender’s mailing address is **13355 49th Street N Suite B, Clearwater, Florida 33762**. Lender is the mortgagee under this Security Instrument.

(D) **“Note”** means that certain Promissory Note (Property Purchase) signed by Borrower and dated of even date herewith in the original principal amount of **Two Hundred Thirty Five Thousand dollars & no cents (U.S. \$235,000.00)**, payable in regular Periodic Payments with the full debt, if not paid earlier, due and payable on **February 01, 2053**.

(E) **“Property”** means the property that is described below under the heading **“Transfer of Rights in the Property.”**

(F) **“Loan”** means the debt evidenced by the Note, plus interest to the extent applicable, any applicable prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest to the extent applicable.

(G) **“Riders”** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower {check box as applicable}:

XXX **Agreement Not to Encumber** XXX **Assignment of Rents and Leases**
 Planned Unit Development Rider **Other(s):**

(H) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **“Escrow Items”** means those items that are described in Section 3.

(L) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, “RESPA” refers to all requirements and restrictions that are imposed in regard to a “federally related mortgage loan” even if the Loan does not qualify as a “federally related mortgage loan” under RESPA.

(P) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

(Q) **“Loan Documents”** means, collectively, the Note and this Security Instrument, together with that certain Agreement not to Encumber or Transfer Property and that certain Shared Equity Agreement, each of which instruments are dated of even date herewith and are recorded as attached as Exhibit "A" hereto in the Public Records of Pinellas, Florida, all other documents executed in connection with the Loan and, to the extent applicable, any Second Mortgage given by Borrower in favor of Lender encumbering the Property.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument, the Note and the other Loan Documents. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Pinellas County, Florida:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.

Parcel ID: 34-30-16-12888-001-0090

which currently has the address of: **3718 57th Avenue North, Saint Petersburg, Florida 33714**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) principal due under the Note; (b) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to

pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall not create or permit the creation of any mortgage, charge, lien, or encumbrance against the Property or any portion thereof (except as specifically described in or permitted by this Security Instrument) without obtaining the prior written consent of Lender. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be

responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be payable upon notice from Lender to Borrower requesting payment. All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for the remainder of the term of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld and shall take into account such factors as the existence of extenuating circumstances which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration. Lender or its agent may make reasonable entries upon and inspections of

the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall be payable upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: **(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. (b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that any interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. In addition, in the event Borrower and Lender agree in writing, notices to either Lender or Borrower may be given by electronic mail to the electronic mail address(es) specified by Borrower and Lender, unless Applicable Law requires use of another method.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the purchaser of the Note unless otherwise provided by the purchaser of the Note.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security

Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Rent. Mortgagor shall not rent any portion of the property during the term of this Mortgage.

23. Felonious Activity. That the use by mortgagor, or the acquiescence in the use by others by the mortgage, of this subject premises for the commission of a felony or any act which would constitute a felony shall constitute a default hereunder.

24. Pet(s). No animals, livestock or poultry of any kind shall be raised, bred, or kept in the subject premises, except that the mortgagor may keep a limit of two (2) animals consisting of either cats or dogs, mixture of both, and animals must be kept in the mortgagor's residence, may not be housed outside of the premises, may not be permitted to behave in such a manner that they constitute a nuisance to the surrounding community.

25. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by

judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

26. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

27. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

28. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

29. **Lender's Right of First Purchase.** Borrower acknowledges and agrees that Borrower has received favorable terms for the purchase and financing of the Property from Lender that are designed to encourage the long-term ownership and occupancy of the Property by Borrower and not to permit and enable Borrower to sell the Property on a speculative basis and, as such, from the date hereof, in the event the Borrower wishes to sell the Property, the Lender has the first right to purchase the Property for a period of ten (10) years from the Effective Date of this Security Instrument at the same purchase price applicable when Borrower purchased the Property from Lender. Borrower's initials acknowledging the provisions of this Paragraph 29: EG CG and Tb.

30. **Additional Provisions Concerning Default.** Without limiting the generality of Section 6 or Section 18 of this Security Instrument, Borrower acknowledges and agrees that it shall be an event of default under this Security Instrument if Borrower leases or licenses the Property or any portion thereof, or if Borrower otherwise permits the Property or any portion thereof to be used as rental or transient housing. In addition, Borrower acknowledges and agrees that any default under any of the other Loan Documents shall be deemed a default under this Security Instrument. Upon the occurrence of any of the foregoing events of default Lender shall be permitted to exercise any remedy available to Lender under the terms of this Security Instrument or at law or in equity.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


Edgardo Miguel Gonzalez

- Borrower

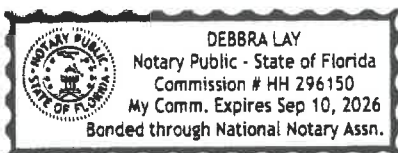

Chakitta Ladenise Gonzalez


Tamaria Reale Gonzalez

- Borrower

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this 31st day of January, 2023, by Edgardo Miguel Gonzalez, Chakitta Ladenise Gonzalez and Tamaria Reale Gonzalez, who are personally known to me or have produced _____ or a Florida Drivers License as identification.




Notary Public (Signature)

EXHIBIT "A"
MORTGAGE NOTE

STATE OF FLORIDA
COUNTY OF PINELLAS

Date: **January 31, 2023**

FOR VALUE RECEIVED, the undersigned (Jointly and severally, if more than one), promises to pay to Habitat for Humanity of Pinellas County, Inc., or order, in the manner hereinafter specified, the principal sum of **Two Hundred Thirty Five Thousand dollars & no cents** (\$235,000.00), with interest from date at the rate of ZERO Percent (0.00%), per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at: **13355 49th Street North, Clearwater, FL 33762** or at such place as may hereafter be designed by written notice from the holder to maker hereof, on the date and in the manner following:

Monthly payments in the sum of Six Hundred Fifty Two dollars & Seventy Eight cents, (\$652.78) beginning on March 1, 2023 and continuing on the same day each month until February 1, 2053 at which time the remaining principal balance of Six Hundred Fifty One dollars & Ninety Eight cents (\$651.98) will be due and payable.

A late charge will be imposed in the amount of Five Percent (5.00%) of any monthly installment not received within Fifteen (15) days after the installment is due. Following an event of default, the loan shall bear interest at a default rate equal to the maximum lawful rate.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon, whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the undersigned have executed this document on this **31st** day of **January, 2023**.

/s/
Edgardo Miguel Gonzalez and Tamaría Reale Gonzalez

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY


KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship**(individually and, if more than one, collectively and jointly and severally, the “**Borrower**”) for and in consideration of **TEN Dollars (\$10.00)**, the extension of favorable financing terms to Borrower described below and other good and valuable considerations unto them in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and for the purpose of inducing **Habitat for Humanity of Pinellas County, Inc., a Florida Non Profit Corporation** (“**Lender**”), to extend credit unto the Borrower, Borrower hereby (jointly and severally if Borrower is comprised of more than one person) covenants, promises and agrees as follows, to wit:

1. The Borrower agrees that he/she/they will not, without first procuring the consent in writing of the Lender, hereafter create or permit any lien or other encumbrance to exist on the property described in the mortgage; and
2. The Borrower agrees that he/she/ they shall not have the privilege, nor will they sell, transfer, assign, refinance, hypothecate, or in any manner whatever, dispose of the Property, or any interest therein, owned by them, without first procuring the consent in writing of the Lender, for the later of (a) TEN (10) years following the date of this instrument, or (b) so long as any indebtedness or obligation to Lender shall remain unpaid.

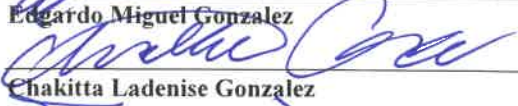
On this date Lender has conveyed the Property to Borrower and, in connection with the sale of the Property to Borrower by Lender, Borrower has received favorable terms for the purchase and financing of said Property from Lender that are designed to encourage the long term ownership and occupancy of the Property by Borrower. Specifically, Lender has extended to Borrower financing (the “**Loan**”) for the purchase of the Property pursuant to one or more promissory notes dated on or about the date hereof (individually and collectively, as applicable, the “**Note**”), and Borrower has granted a purchase money mortgage on the Property to Lender dated on or about the date hereof (the “**Mortgage**”), in each case in an original principal amount which is equal to a high percentage of the purchase price for the Property and at either no interest or at a rate of interest below the prevailing market rate for similar financing.

Borrower acknowledges and agrees that Borrower’s execution of this Agreement is a material inducement to Lender’s extension of the Loan to Borrower and Lender’s acceptance of the Note and the Mortgage from Borrower, and that Borrower’s execution of this Agreement is for and in consideration of Lender’s extension of the favorable financing terms to Borrower described in the preceding paragraph to enable Borrower to purchase the Property in furtherance of Lender’s objective in selling the Property to Borrower of encouraging the long term ownership and occupancy of the Property by Borrower.


IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed this 31st day of January, 2023.



Edgardo Miguel Gonzalez - Borrower



Chakitta Ladenise Gonzalez



Tamaría Reale Gonzalez - Borrower

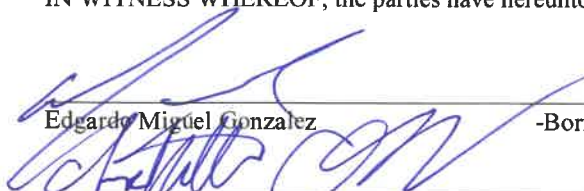
ASSIGNMENT OF LEASES, RENTS AND PROFITS


KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship**(individually and, if more than one, collectively and jointly and severally, the “**Borrower**”) for and in consideration of **TEN Dollars (\$10.00)**, the extension of favorable financing terms to Borrower described below and other good and valuable considerations unto them in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and for the purpose of inducing **Habitat for Humanity of Pinellas County, Inc., a Florida Non Profit Corporation (“Lender”)**, to extend credit unto the Borrower, Borrower hereby (jointly and severally if Borrower is comprised of more than one person) covenants, promises and agrees as follows, to wit:

BORROWER does hereby grant, transfer, assign and set over unto lender any future Leases, together with all rents, income and profits of the Property by any person, firm or corporation from whatever source derived, all upon the following terms and conditions:

1. **Terms and Conditions of Assignment.** This assignment is irrevocable until the entire indebtedness secured by the Mortgage, including future advances made thereunder, together with any renewals thereof, shall be paid in full. Lender shall have the right and privilege of directly receiving the rents, profits, issues and income pledged hereby and may designate an agent, to collect and disburse said monies and apply same on the Mortgage or otherwise as lender shall determine.
2. **Power of Attorney.** Borrower does hereby appoint Lender as Borrower’s true and lawful, irrevocable attorney in fact to demand, receive and enforce payment, to give receipts, releases, and satisfactions and to sue either in the name of Borrower or in the name of lender for all rents and sums payable under the Leases. All sums so collected may be applied by Lender to the payment of any sums then due upon the Note, Mortgage or other obligations relating to same. The exercise by lender of the rights under this paragraph shall neither impair nor constitute a waiver of any other rights or remedies which Lender may have under the Note, Mortgage or any other document or instrument related to the loan, or otherwise, but the remedy hereby given shall be in addition to all others which lender may have. Borrower does hereby authorize and direct any lessee or tenant under the leases or any and all other occupants of the Property or any other future tenants or occupants of the Property to pay over to Lender all rents, income and profits arising from or accruing from the Property upon written notice and request from Lender and any such payment by any lessee, tenant or occupant to Lender shall constitute a full release and discharge to the extent of such payments as fully as though they had been made to Borrower.
3. **Borrower’s Obligation.** Borrower shall observe and perform all the obligations imposed upon the lessor under the Leases; not collect any of the rent under the Leases or from the Property in advance of the time when the same shall become due, not execute any other assignment of lessor’s interest, not enter into any new Lease, nor alter, modify or change the terms of any Lease or cancel same or accept a surrender thereof without the prior written consent of lender, at Lender, at Lender’s request, execute a separate assignment to lender of any and all subsequent leases upon all or any part of the Property and execute and deliver at the request of lender all such further assurances and assignments in the Property as Lender shall from time to time require.
4. **Characterization as Rents.** All of the rents, revenue, income and profits assigned to Lender pursuant to the terms of this Assignment shall constitute and be construed as “rents” for all purposes under Section 697.07, Florida Statutes.
5. **Miscellaneous.** This Assignment shall inure to the benefit of Lender, its successors and assigns, and any subsequent holder of the Note and Mortgage and shall be binding upon Borrower and any subsequent owner of the Property. The obligations and liabilities hereunder of each Borrower named herein shall be joint and several. The term “Borrower” shall mean all persons and entities executing this Assignment as Borrower, and their respective successors and assigns. The liability of each Borrower named hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.



Edgardo Miguel Gonzalez -Borrower


Chakitta Ladenise Gonzalez



Tamaría Reale Gonzalez -Borrower

Prepared by: Joni L. Holt, an employee of
Investors Title & Settlement Services,
413 S. MacDill Avenue
Tampa, Florida 33609-3036

SHARED EQUITY AGREEMENT

THIS SHARED EQUITY AGREEMENT (“Agreement”) is entered on **January 31, 2023** (the “**Effective Date**”), by and between **Habitat for Humanity of Pinellas County, Inc., a Florida Non Profit Corporation**, whose mailing address is 13355 49th Street N, Suite B, Clearwater, Florida 33762 (“**Lender**”) and **Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship**, whose mailing address is 3718 57th Avenue North, Saint Petersburg, Florida 33714 (individually and, if more than one, collectively and jointly and severally, “**Borrower**”).

On this date, **Habitat for Humanity of Pinellas County, Inc.** has sold and conveyed to Borrower the following described real property (the “**Property**”) located in Pinellas County, Florida:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.

Which has a mailing address of 3718 57th Avenue North, Saint Petersburg, Florida 33714 (the “**Property Address**”).

In connection with the sale of the Property to Borrower by Habitat for Humanity of Pinellas County, Inc., Borrower has received favorable terms for the purchase and financing of said Property from Lender that are designed to encourage the long-term ownership and occupancy of the Property by Borrower. Specifically, Lender has extended to Borrower financing (the “**Loan**”) for the purchase of the Property pursuant to one or more promissory notes dated on or about the date hereof (individually and collectively, as applicable, the “**Note**”), and Borrower has granted a purchase money mortgage on the Property to Lender dated on or about the date hereof (the “**Mortgage**”), in each case in an original principal amount which is equal to a high percentage of the purchase price for the Property and at either no interest or at a rate of interest below the prevailing market rate for similar financing. Borrower acknowledges that Borrower’s execution of this Agreement is a material inducement to Lender’s extension of the Loan to Borrower and Lender’s acceptance of the Note and the Mortgage from Borrower.

For and in consideration of Lender’s extension of the favorable financing terms to Borrower described in the preceding paragraph to enable Borrower to purchase the Property and the terms, covenants and conditions set forth below and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of Lender’s objective in selling the Property to Borrower, which Borrower hereby acknowledges, of encouraging the long-term ownership and occupancy of the Property by Borrower, Borrower and Lender, each intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

In addition to any other defined terms in this Agreement, the following terms will have the following meaning:

- a. “**Deferred Equity Contribution**” means the greater of Borrower's purchase price or the appraised value at time of original purchase, minus the original Mortgage
- b. “**Net Equity**”, if any, means the Net Sales Price less the outstanding balance on the Mortgage made this date, together with any advancements made under the terms of the Mortgage and less any remaining Deferred Equity Contribution.
- c. “**Net Sales Price**” means the gross sale price of the Property (excluding any sale upon a foreclosure or deed in lieu of foreclosure) obtained by Borrower in a subsequent arms-length, third party sale, or in a sale back to Lender, less reasonable and customary expenses of sale actually paid by Borrower including, without limitation, real estate commissions, advertising, documentary transfer taxes, legal, escrow and recording fees, and title insurance premiums, in each case as evidenced by documentation satisfactory to Lender in Lender’s sole discretion, .

d. "Adjusted Net Equity", if any, means the Net Equity less the sum of all principal payments that Borrower has made to Lender under the Mortgage through the date of Borrower's sale or transfer of the Property.

e. "Term" means the term of this Agreement, which shall be thirty (30) years from the Effective Date of this Agreement.

2. DEFERRED EQUITY CONTRIBUTION FORGIVENESS:

Borrower acknowledges that this transaction is unique in that the property herein covered has concurrently been sold to the Borrower for \$145,000.00 less than the appraised value of the property at the time of sale. It is the intention of the Lender to provide housing for the Borrower at an affordable price without requiring the Borrower to repay the difference between the sale price and the appraised value hereinafter referred to as the "deferred equity contribution". It is however also the obligation of the Lender to ensure that contributors and partners preserve their assets in such a manner as to be able to provide this service to future members of the community. It has therefore been agreed by and between the parties that the deferred equity contribution above stated shall be forgiven by the Lender at the rate of 1/360th thereof per month.

3. SHARED EQUITY PROVISIONS

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the five (5) year period which commences on the Effective Date of this Agreement and which ends at midnight on the day immediately preceding fifth (5th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender one hundred percent (100%) of the Adjusted Net Equity;

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the one (1) year period which commences on the fifth (5th) anniversary of the Effective Date of this Agreement and which ends at midnight on the day immediately preceding sixth (6th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender ninety percent (90%) of the Adjusted Net Equity;

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the one (1) year period which commences on the sixth (6th) anniversary of the Effective Date of this Agreement and which ends at midnight on the day immediately preceding seventh (7th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender eighty percent (80%) of the Adjusted Net Equity;

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the one (1) year period which commences on the seventh (7th) anniversary of the Effective Date of this Agreement and which ends at midnight on the day immediately preceding eighth (8th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender seventy percent (70%) of the Adjusted Net Equity;

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the one (1) year period which commences on the eighth (8th) anniversary of the Effective Date of this Agreement and which ends at midnight on the day immediately preceding ninth (9th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender sixty percent (60%) of the Adjusted Net Equity; and

If Borrower sells or otherwise transfers the Property, or any interest in the Property, during the one (1) year period which commences on the ninth (9th) anniversary of the Effective Date of this Agreement and which ends at midnight on the day immediately preceding tenth (10th) anniversary of the Effective Date of this Agreement, then Borrower will pay to Lender fifty percent (50%) of the Adjusted Net Equity.

Effective as of the thirtieth (30th) anniversary of the Effective Date of this Agreement, any equity in the Property then and thereafter existing shall be deemed earned by Borrower, and Borrower shall not be obligated to pay Lender any portion of the Net Equity in the event the Property, or any interest in the Property, is sold or otherwise transferred.

Subject to the provisions of this Agreement, the Mortgage and that certain Agreement not to Encumber or Transfer Property of even date herewith and recorded in the Public Records of Pinellas County, Florida, if Borrower sells or otherwise transfers the Property or any interest in the Property Borrower and, if as a result thereof any sum shall become due to Lender in accordance with the provisions of this Section 2, Borrower shall cause the closing agent administering the closing of such transfer (the "Closing Agent") to wire the applicable sum due to Lender pursuant to this Section 2, in immediately available funds, to Lender no later than 5:00 p.m. on the next business day following such closing, pursuant to wiring instructions to be provided by

Lender to said Closing Agent. In the event Borrower sells or otherwise transfers the Property to Lender and, if as a result thereof any sum shall become due to Lender in accordance with the provisions of this Section 2, then the applicable sum shall be credited against the purchase price for the Property at closing. Borrower acknowledges and agrees that any estimate of any sum due to Lender pursuant to this Section 2 which may be provided by Lender in a payoff letter to Borrower, in any other correspondence to or communication with Borrower, or otherwise, will be based upon preliminary information and/or information represented to Lender by or on behalf of Borrower, and that any such estimate shall not be binding upon Lender, and shall be subject to verification and adjustment based upon actual figures as reflected in the final settlement statement prepared by the Closing Agent in connection with the closing of the transfer and approved by the Lender as hereinafter provided. No later than three (3) business days prior to the closing of the proposed transfer, Borrower shall deliver to Lender a true and correct copy of the proposed final settlement statement ("Proposed HUD") for the closing of the proposed transfer for Lender's review and written approval, which may be granted or withheld in Lender's sole discretion. Borrower acknowledges and agrees that Borrower shall not proceed to close the proposed transfer until Borrower has received Lender's written approval of the Proposed HUD prior to such closing, and Borrower's ability to close the proposed transfer shall be expressly conditioned upon Lender's review and written approval of the Proposed HUD.

4. SECURITY.

The obligations of Borrower as provided for in this Agreement are secured by the Mortgage prior to payment in full of the Note. In the event the Mortgage is paid off and satisfied prior to expiration of the Term of this Agreement, however, this Agreement shall nonetheless survive such pay off and satisfaction of the Mortgage for the entire Term of this Agreement. Borrower hereby grants to Lender a lien on and security interest in the Property, and all proceeds of any sale or other disposition of the Property, for the purpose of securing the obligations of Borrower hereunder, independent of the lien of the Mortgage. Such lien and security interest shall have priority from the date of this Agreement and shall be enforceable in the manner provided by the laws of the State of Florida for enforcement of liens generally. Upon the expiration of the Term of this Agreement, Lender agrees to deliver to Borrower a release, in recordable form, terminating this Agreement as a lien or cloud upon the title to the Property.

5. ASSIGNMENT.

Lender may freely assign or transfer this Agreement. As used in this Agreement, the word "Lender" includes any assignee, transferee, or holder of this Agreement from time to time.

6. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT.

If more than one person signs this Agreement as Borrower, the obligations of all such persons shall be joint and several and each such person is fully and personally obligated to pay the full amount payable pursuant to the provisions of this Agreement and to otherwise keep all of the promises made in this Agreement. Lender may enforce its rights under this Agreement against each such party individually or against all such parties together. This means that any one of them may be required to pay all of the amounts owed under this Agreement. Should the Lender consent to another person taking over the Borrower's obligations under this Agreement, that person must keep all of Borrower's promises made in this Agreement.

Any notice that must be given under this Agreement will be given by mailing it by certified mail, return receipt requested, postage prepaid to Borrower at the above Property Address. Notices will be mailed to Borrower at a different address if Borrower gives Lender a written notice of any different address.

SEVERABILITY.

Invalidation in whole or in part, of any particular provision of this Agreement by judgment or court order will not affect any other provisions of this Agreement, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Agreement when necessary to avoid a finding of invalidity while effecting the parties' intent of providing particular covenants and restrictions with respect to the Property.

7. COVENANTS TO RUN WITH THE LAND.

This Agreement will run with the title to and bind the Property and will inure to the benefit of and be enforceable by Lender, Lender's successors and assigns, for the Term of this Agreement, unless an instrument, signed by Lender, is

recorded in the Public Records of Pinellas County, Florida, agreeing to terminate this Agreement. This Agreement may be amended only by a writing that is signed and acknowledged by Borrower and Lender, each in the presence of two witnesses with the formalities of a deed, and recorded in the Public Records of Pinellas County, Florida.

8. ATTORNEYS' FEES AND COSTS.

In the event that an action is instituted to construe, interpret or enforce any of the provisions in this Agreement or to declare the rights of any party hereto, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees, paralegal fees, and legal assistants fees, and costs, whether incurred before, during or at trial, on appeal or in federal bankruptcy or reorganization proceedings.

9. DEFAULT; CROSS DEFAULT.

Any default by Borrower under any provisions of this Agreement shall also be deemed a default under the Note and the Mortgage and any other instruments executed in connection with the Loan, and any default by Borrower under any provisions of the Note and the Mortgage and any other instruments executed in connection with the Loan shall also be deemed a default under this Agreement, and in any such case, in addition to all remedies available to Lender hereunder and under the Note and Mortgage, Lender shall be entitled to any and all other remedies available at law or in equity.

10. GOVERNING LAW.

This Agreement shall be governed by and construed pursuant to the laws of the State of Florida.

11. WAIVER OF JURY TRIAL.

Borrower and Lender hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this Agreement and any instrument executed in conjunction herewith, or in any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for Lender in making the Loan to Borrower.

{Signatures on following Page}

BY SIGNING BELOW, Lender and Borrower accept and agree to the terms and covenants contained in this Agreement and have executed this Agreement effective as of the Effective Date set forth above.

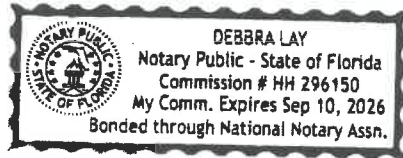
LENDER:

Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation

By: [Signature]
Michael Sutton, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this 30th day of January, 2023, by Michael Sutton, as Chief Executive Officer of Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation, who is personally known to me .



(SEAL)

[Signature]
Notary Public (Signature) Sept 10, 2026

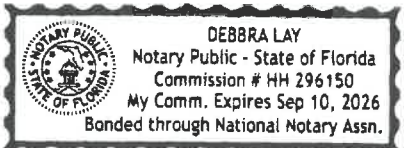
[Signature]
Edgardo Miguel Gonzalez - Borrower

[Signature]
Chakitta Ladenise Gonzalez

[Signature]
Tamaria Reale Gonzalez - Borrower

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this 31st of January, 2023, by Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaria Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship, who is personally known to me or has produced _____ or a Florida Drivers License as identification.



(SEAL)

[Signature]
Notary Public (Signature)

Prepared by and Return To:

Joni L. Holt, an employee of
Investors Title & Settlement Services,
413 S. MacDill Avenue
Tampa, Florida 33609-3036
File Number: 2023-1009
Property Address: 3718 57th Avenue North, Saint Petersburg, Florida 33714

ASSIGNMENT OF MORTGAGE

BE IT KNOWN, by this assignment of mortgage dated **January 31, 2023**, that **Habitat for Humanity of Pinellas County, Inc.**, a Florida Non-Profit Corporation, whose address is 13355 49th Street N, Clearwater, FL 33762 (hereinafter referred to as "Assignor"), in consideration of the sum of Ten And No/100 Dollars (\$10.00), and other valuable consideration received from or on behalf of **Valley National Bank, N.A.**, whose address is **1720 Route 23 North, Wayne, New Jersey 07470**, (hereinafter referred to as "Assignee"), at or before the delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and transfer to the Assignee that certain mortgage dated **January 31, 2023**, made in favor of **Habitat for Humanity of Pinellas County, Inc.**, and recorded simultaneously herewith, in the Public Records of **Pinellas County**, State of Florida, upon the following described parcel of land, situate and being in said County and State, to-wit:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.

Together with the note or obligation described in said mortgage, and the monies due and to become due thereon, with interest from the current date.

TO HAVE AND TO HOLD the same unto the said Assignee, Assignee's heirs, legal representatives, successors and assigns forever.

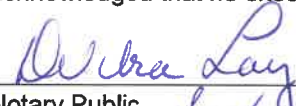
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

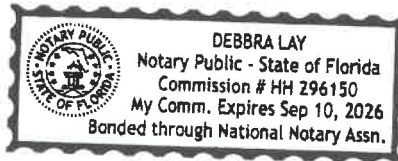
Habitat for Humanity of Pinellas County, Inc.

By: 
Michael Sutton, its: Chief Executive Officer

State of FLORIDA
County of PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence, this 30th day of **January, 2023**, by Michael Sutton, Chief Executive Officer of Habitat for Humanity of Pinellas County, Inc. to me personally known to be the person(s) described in and who executed the foregoing instrument and he acknowledged that he executed the same.


Notary Public Sept. 10, 2026



(Seal)

Prepared by and Return To:

Joni L. Holt, an employee of
Investors Title & Settlement Services,
413 S. MacDill Avenue
Tampa, Florida 33609-3036
File Number: 2023-1009
Property Address: 3718 57th Avenue North, Saint Petersburg, Florida 33714

APN/Parcel ID(s): 34-30-16-12888-001-0090

NOTICE OF TERMINATION

The undersigned hereby informs all concerned that improvements have terminated to the real property below, and the following information is in accordance with Section 713.132, Florida Statutes, and the following information is stated in this Notice of Termination.

1. Description of Property:
Lot 9, Block 1, BURNSIDE AT LELLMAN, Book 16, Page 72, Pinellas County, Florida
2. General description of the improvement: **Construction of new single family home**
3. Owner's Information (Name, Address and Phone Number):
Habitat for Humanity of Pinellas County, Inc., a Florida Not for Profit Corporation 13355 49th Street N, Clearwater, FL 33762 (727)536-4755
4. Owner's Interest in site of the improvement is Fee Simple.
Fee Simple Title Holder's Name, Address and Phone Number (if other than owner): **SAME**
5. Contractor's Name, Address and Phone Number:
Habitat for Humanity of Pinellas County, Inc., a Florida Not for Profit Corporation 13355 49th Street N, Clearwater, FL 33762 (727)536-4755
6. Surety and Bond Information (Name, Address, Phone Number and Amount of Bond): **N/A**
7. Lender's Name, Address and Phone Number:
N/A
8. Name, Address and Phone Number of person within the State of Florida designated by the owner as a person upon whom notices or other documents may be served as provided by section 713.13(1)(b), Florida Statutes:
9. Expiration date of Notice of Commencement: (the expiration date is one (1) year from the date of recording unless a different date is specified):
10. The Notice of Commencement was recorded in Official Records Book 22177, Page 1398 of the Public

Records of Pinellas County, Florida on August 23, 2022.

11. The Notice of Commencement is terminated thirty (30) days after this Notice of Termination is recorded.
12. This Notice of Termination applies to all the real property subject to the Notice of Commencement.
13. All lienors have been paid in full pursuant to the Contractor's Final Payment Affidavit, which is attached hereto as Exhibit "A".
14. The owner has, prior to recording this Notice of Termination, served, as provided by section 713.18 of the Florida Statutes, a copy of the Notice of Termination on the contractor and on each lienor who has a direct contract with the owner or has served notice to owner.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Habitat for Humanity of Pinellas County, Inc

BY: 

Michael Sutton, Chief Executive Officer

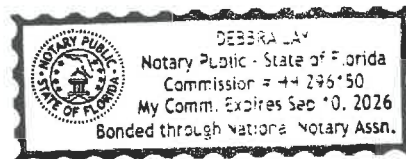
State of FLORIDA

County of PINELLAS

Sworn to and subscribed before me by means of physical presence this 30th day of **January, 2023**, by Michael Sutton, Chief Executive Officer, who is personally known to me .


Notary Public

Sept 10, 2026



(SEAL)

EXHIBIT "A"

Contractor's Final Payment Affidavit

STATE OF FLORIDA

Order No.: 2023-1009

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Michael Sutton, Chief Executive Officer ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. He is the Chief Executive Officer (title of affiant), of Habitat for Humanity of Pinellas Co. (name of contractor's business), which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Habitat for Humanity of Pinellas County, Inc., a Florida Not for Profit corporation (name of owner), hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of No Dollars And No/100 Dollars (\$0.00).
4. Affiant, on behalf of the Contractor, hereby waives and releases any lien or right to claim a lien for labor, services, or materials furnished to Owner on the subject property.
5. All work to be performed under the contract has ceased and all lienors under the direct contract have been PAID, except the following listed lienors:

NO UNPAID LIENORS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Habitat for Humanity of Pinellas County, Inc.


Michael Sutton, Chief Executive Officer

01/31/2023
Date

State of FLORIDA

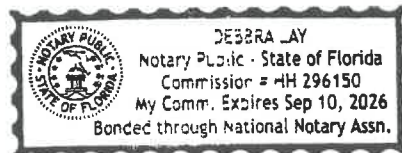
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Notary Public

Sept 10, 2026

(SEAL)



ALLONGE TO MORTGAGE NOTE

DATE OF NOTE: January 31, 2023

BORROWER(S): Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife,
and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship

LOAN AMOUNT: \$235,000.00

PROPERTY ADDRESS: 3718 57th Avenue North, Saint Petersburg, Florida 33714,
Saint Petersburg, Florida 33714

PAY TO THE ORDER OF:

Valley National Bank, N.A.

WITHOUT RECOURSE

Habitat for Humanity of Pinellas County, Inc.,
a Florida Non-Profit Corporation

By: 

Michael Sutton, Chief Executive Officer

FIRST PAYMENT LETTER

DATE: **January 31, 2023**

LOAN NUMBER: **132380**

PROPERTY ADDRESS: **3718 57th Avenue North, Saint Petersburg, Florida 33714, Saint Petersburg, Florida**

In the event that mortgage insurance is required on the above loan, the undersigned agree that Habitat for Humanity of Pinellas County, Inc, its successors and assigns ("Mortgagee") may at any time during the mortgage term and in its discretion apply for renewal of mortgage guaranty insurance covering the mortgage executed by the undersigned of even date herewith, pay the premiums due by reason thereof, and require repayment to Mortgagee by the undersigned of such amounts. Failure to do so shall be considered a default and all provisions of the Note and Mortgage / Deed of Trust / Security Deed / Security Instrument with regard to default shall be applicable.

The undersigned understands that any maintenance fee due in connection with the above property will also be collected in the escrow/reserve account. That same will be billed to and paid by the Mortgagee directly to the maintenance association.

The first regular monthly payment on the above mortgage loan is due on **March 1, 2023**. Based on the information now available for the amount of taxes, insurance and dues, the undersigned understand that the ESTIMATE of the total monthly payment is as follows:

Principal	\$652.78
Homeowner's Insurance	57.39
Property Taxes	<u>531.00</u>
TOTAL PAYMENT:	<u>1,241.17</u>

The undersigned further acknowledge that monthly coupons/statement will be sent to the undersigned, and that the amount of monthly payment may differ from the amount shown above, depending upon the latest estimate of the amount for taxes, insurance, and association dues (if applicable).

RECEIVED AND ACKNOWLEDGED:



Edgardo Miguel Gonzalez - Borrower



Chakitta Ladenise Gonzalez



Tamaría Reale Gonzalez - Borrower

**PAYMENTS MUST BE SENT TO: Habitat for Humanity of Pinellas County, Inc.
13355 49th Street North
Clearwater, FL 33762**

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that **withholding of tax is not required** upon the disposition of a U.S. real property interested located at 3718 57th Avenue North, Saint Petersburg, Florida 33714 by Habitat for Humanity of Pinellas County, Inc., a Florida not for profit corporation, a/k/a Habitat for Humanity of Pinellas and West Pasco Counties, Inc., a not-for-profit corporation, I/WE hereby certify the following (if an entity transferor, or on behalf of transferor:

CORPORATE, PARTNERSHIP, TRUST OR ESTATE TRANSFEROR(S):

- Habitat for Humanity of Pinellas County is not a Foreign Corporation, Foreign Partnership, Foreign Trust, or Foreign Estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
- Habitat for Humanity of Pinellas County's U.S. Employer's Identification Number is: 59-2509116.
- Habitat for Humanity of Pinellas County's office address is: 13355 49th Street North, Clearwater, FL 33762

Transferor(s) understands that this Certification may be disclosed to the Internal Revenue Service by transferee and that any false statement I/WE have made here (or, for entity transferor, contained herein) could be punished by fine, imprisonment or both.

Under penalties of perjury, I/WE declare that I/WE have examined this Certification and to the best of my/our knowledge and belief it is true, correct and complete (and, for entity transferor, I/WE further declare that I/WE have authority to sign this document on behalf of Habitat for Humanity of Pinellas County.

Dated: January 31, 2023

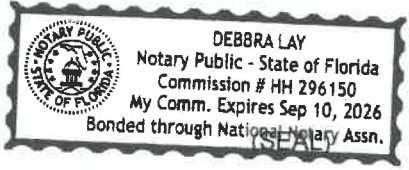
Habitat for Humanity of Pinellas County, Inc.,
a Florida Non-Profit Corporation

By: 
Michael Sutton, Chief Executive Officer

State of FLORIDA
County of PINELLAS

Sworn to and subscribed before me by means of physical presence this 30th day of **January, 2023**, by Michael Sutton, Chief Executive Officer, who is personally known to me.


Notary Public Sept 10, 2026




NOTICE TO TRANSFEROR AND TRANSFEREE: An Affidavit should be signed by EACH INDIVIDUAL or ENTITY TRANSFEROR to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction, or to the definition of any of the terms used, should be referred to a Certified Public Accountant, attorney, or other professional tax advisor, or to the Internal Revenue Service.

I, the undersigned, Grantee/Transferee acknowledge that I have read and understand the foregoing; and acknowledge I have received an executed copy of the foregoing which I agree to hold in safekeeping for a period of six (6) years after the closing of this transaction.


I further state under Oath that I have no actual knowledge of information that any of the statements made by Grantor/Transferor in Paragraph 7 above is false in any way.

As Grantee/Transferee, I intend to use the property described heretofore as my/ our Personal residence


AFFIDAVIT OF NO LIENS; NO LAWSUITS; TAXES: Grantee has no knowledge of any lien or liens being filed with regard to the subject property, nor any knowledge of labor performed or materials furnished on the subject property for which there are unpaid bills for labor or material for which liens could be filed or lawsuits commenced. Grantee/transferee nor any authorized agent has filed a notice of commencement for improvement as provided by Florida Statute, nor has Grantee/transferee or authorized agent caused a notice of commencement of improvements to be posed on any site with the improvement and Grantee/transferee has received no notice to owner of the furnishing of any services or materials to the property. There are no suits pending against Grantee/transferee or about to be filed to Grantee/transferees knowledge which will, or might affect the title to the subject property, and no federal, state, county or municipal taxes, or tax liens, or other tax claims or liens, or any other claims which might affect the title to said property EXCEPT as to taxes and mortgage as described in Paragraph 1 above.



Edgardo Miguel Gonzalez - Borrower



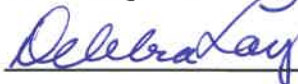
Chakitta Ladenise Gonzalez



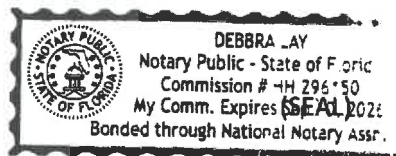
Tamaria Reale Gonzalez - Borrower

State of FLORIDA
County of PINELLAS

Sworn to and subscribed before me by means of physical presence this 31st day of January, 2023, by Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaria Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship, who has/have produced _____ or a Florida Drivers License as identification, and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.



Notary Public



NOTICE TO BUYER: DO NOT SEND TO THE IRS. TRANSFEREE (BUYER) MUST RETAIN FOR SIX (6) YEARS AFTER THE TRANSACTION.

CAUTION: THIS STATEMENT MUST NOT BE EXECUTED BY ANY OF THE PARTIES MORE THAN THIRTY(30) DAYS PRIOR TO CLOSING.

NOTICE OF POSSIBLE ELIGIBILITY FOR LOWER REISSUE RATE

File No. 2023-1009

Please note that the Reissue Rate (a reduced premium for title insurance) may be applicable to your transaction. You are eligible for the Reissue Rate so long as: (a) your transaction falls within one of the following categories, and (b) **you provide a previous owner's title insurance policy as specified below to your title closer:**

- (1) Refinancing Transactions – The Reissue Rate is available on mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor;
- (2) Unimproved Land – The Reissue Rate is available on policies on real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy; or
- (3) Transactions Within 3 Years of Prior Policy – The Reissue Rate is available on policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction.

PLEASE DISCUSS WITH YOUR TITLE CLOSER WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED REISSUE RATE PREMIUM

IN WITNESS WHEREOF, the undersigned have executed this document on this **31st** day of **January, 2023**.

Habitat for Humanity of Pinellas County, Inc.




Michael Sutton, Chief Executive Officer

BUYER'S SURVEY ACCEPTANCE

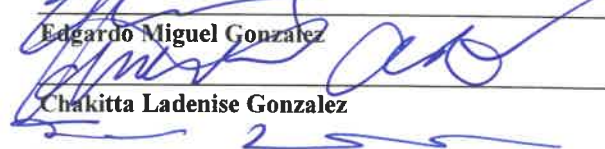
I/We, the undersigned Purchasers/Owners, have examined the survey attached hereto, dated 1-16-2023, prepared by George A Shimp II and Associates, Inc., being Job/Order Number 220171 D, and realize that the following encroachment and/or violations affect the captioned property as follows: NONE

Notwithstanding the above, I/we desire to complete the closing of this transaction and disburse the proceeds, and we agree to hold Investors Title & Settlement Services and First American Title Insurance Company free and harmless from any and all liability, loss, cost or expense that might incur by reason of the Abovementioned encroachment and/or violations being insured by said underwriter.


Dated and accepted January 31, 2023 in reference to the property located at 3718 57th Avenue North, Saint Petersburg, Florida 33714



Edgardo Miguel Gonzalez - Borrower



Chakitta Ladenise Gonzalez



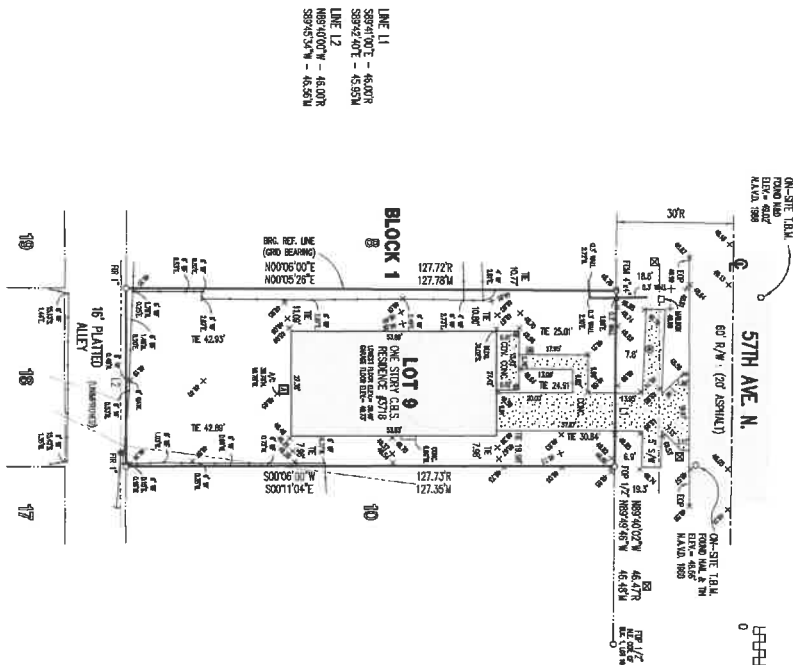
Tamaría Reale Gonzalez - Borrower

File Number: 2023-1009

SECTION 34, TWP. 30 S., RNC. 16 E., PINELLAS COUNTY, FLORIDA



GRAPHIC SCALE
1 inch = 20 feet



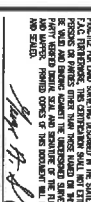
LEGEND

- AIR CONDITIONER
- COLUMN
- + ELEVATION
- STONE CLEAN UP
- ⊕ WATER METER
- BAY WINDOW
- OVERHEAD WIRES

LEGAL DESCRIPTION
LOT 9, BLOCK 1, BURGESS AT IDALIAN, ACCORDING TO THE MAP ON PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 72, PINELLAS COUNTY, FLORIDA.

FLOOD ZONE
UNINCORPORATED AREAS, COMMUNITY NUMBER 125139 (MAP NUMBER TPOB-009-1), MAP DATED AUGUST 24, 2021.

PREPARED FOR
ERONDO MORA GONZALEZ, SHANTIA LUISSE GONZALEZ, & TANIA RAJUL GONZALEZ, HUSBAND AND WIFE
PENELAS AND WEST PASO COMPANIES, INC., VALETTA NATIONAL BANK, QUESTIONS TITLE & SETTLEMENT SERVICES, INC., FIRST AMERICAN TITLE INSURANCE COMPANY



BOUNDARY SURVEY

DATE SURVEYED: 1-16-2023
DATE RECORDED: 1-16-2023
LAST REVISION: N/A
X REVISION: N/A

AND ASSOCIATED SURVEYING, INC.
LAND SURVEYORS, LAND PLANNERS
AND PROPERTY DEVELOPERS
11000 W. BAYVIEW BLVD., SUITE 100
DAVENPORT, FLORIDA 33426
PHONE (787) 782-6068 FAX (787) 782-6068

GENERAL NOTES

- 1) THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA SURVEYING BOARD REGULATIONS.
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SURVEY ABBREVIATIONS

- | | | | |
|---|---|--|---|
| 1-1/2" = 100' | 1/4" = 10' | 1/8" = 5' | 1/16" = 2.5' |
| 1/32" = 1.25' | 1/64" = 0.625' | 1/128" = 0.3125' | 1/256" = 0.15625' |
| 1/512" = 0.078125' | 1/1024" = 0.0390625' | 1/2048" = 0.01953125' | 1/4096" = 0.009765625' |
| 1/8192" = 0.0048828125' | 1/16384" = 0.00244140625' | 1/32768" = 0.001220703125' | 1/65536" = 0.0006103515625' |
| 1/131072" = 0.00030517578125' | 1/262144" = 0.000152587890625' | 1/524288" = 0.0000762939453125' | 1/1048576" = 0.00003814697265625' |
| 1/2097152" = 0.00004768371796875' | 1/4194304" = 0.000023841858984375' | 1/8388608" = 0.0000119209294921875' | 1/16777216" = 0.00000596046474609375' |
| 1/33554432" = 0.000002975232373046875' | 1/67108864" = 0.0000014876161865234375' | 1/134217728" = 0.00000074380809326171875' | 1/268435456" = 0.000000371904046630859375' |
| 1/537500160" = 0.0000002329172373046875' | 1/1075000320" = 0.00000011645861865234375' | 1/2150000640" = 0.000000058229309326171875' | 1/4300001280" = 0.0000000291146546630859375' |
| 1/8480002560" = 0.000000018209294921875' | 1/16960005120" = 0.0000000091046474609375' | 1/33920010240" = 0.00000000455232373046875' | 1/67840020480" = 0.000000002276161865234375' |
| 1/137344040960" = 0.00000000109375' | 1/274688081920" = 0.000000000546875' | 1/549376163840" = 0.0000000002734375' | 1/1098752327680" = 0.00000000013671875' |
| 1/2198003750400" = 0.00000000006796875' | 1/4396007500800" = 0.000000000033984375' | 1/8792015001600" = 0.0000000000169921875' | 1/1758403003200" = 0.00000000000849609375' |
| 1/3597004806400" = 0.00000000000424609375' | 1/7194009612800" = 0.000000000002123046875' | 1/14388019225600" = 0.0000000000010615234375' | 1/28776038451200" = 0.00000000000053076171875' |
| 1/4600000000000" = 0.00000000000026546875' | 1/9200000000000" = 0.000000000000132734375' | 1/18400000000000" = 0.0000000000000663671875' | 1/36800000000000" = 0.00000000000003318359375' |
| 1/73600000000000" = 0.0000000000000132734375' | 1/147200000000000" = 0.00000000000000663671875' | 1/294400000000000" = 0.000000000000003318359375' | 1/588800000000000" = 0.0000000000000016591796875' |
| 1/948800000000000" = 0.0000000000000011645861865234375' | 1/1897600000000000" = 0.00000000000000058229309326171875' | 1/3795200000000000" = 0.000000000000000291146546630859375' | 1/7590400000000000" = 0.0000000000000001455732731691796875' |

BOUNDARY SURVEY

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ANTI-COERCION STATEMENT

LOAN NUMBER: **132380**

THE FOLLOWING STATEMENT IS REQUIRED UNDER RULE 4-124.002 OF THE RULES AND REGULATIONS PROMULGATED BY THE FLORIDA INSURANCE COMMISSIONER RELATIVE TO ANTI-COERCION.


The Insurance Laws of this State provide that the Lender may not require the Borrower to take insurance through any particular insurance agent or company to protect the mortgaged property.

The Borrower, subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the Lender. The Lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.


I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the Lender relative to the placing of such insurance.

I have selected the American Integrity Insurance Company to write the hazard insurance covering the property located at **3718 57th Avenue North, Saint Petersburg, Florida 33714**.


Date : **January 31, 2023**



Edgardo Miguel Gonzalez - Borrower



Chakitta Ladenise Gonzalez



Tamaría Reale Gonzalez - Borrower

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE: 1/31/23

RE: FILE #: 2023-1009

SELLERS: Habitat for Humanity of Pinellas County, Inc.

BUYERS: Edgardo Miguel Gonzalez, Chakitta Ladenise Gonzalez and Tamaria Reale Gonzalez

LEGAL DESCRIPTION: Lot 9, Block 1, BURNSIDE AT LELLMAN, Book 16, Page 72, Pinellas County, Florida

CLOSING AGENT: Investors Title & Settlement Services

We, the undersigned Seller(s) and Buyer(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:

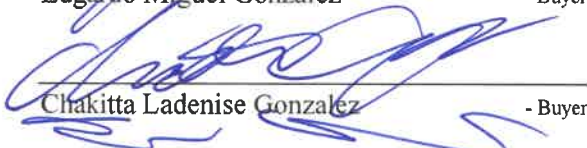
1. That all contingencies set forth in the Contract of Sale have been complied with:
2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
 - _____ Taxes for the previous year, based on \$0, and assuming the same exemptions to be allowable for the current year; or
 - _____ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed, \$0, estimate for the year 2023.
 - XXX No tax proration has been made.
3. That it is understood by the Buyer(s) and Seller(s) with respect to tax proration, that the following shall apply:
 - XXX Both parties have accepted such proration as a final determination of liability for taxes between the parties; or;
 - _____ When current year's tax bills are available, the parties will make such further adjustments as might be necessary. This adjustment will be made directly between the parties and not through Investors Title & Settlement Services
4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are the responsibility of the parties involved in this transaction and not that of the closing agent. All matters in regards to utility bills (unrecorded assessments and association dues will be handled outside of closing even if such matters appear on the closing statement.
5. That each party will fully cooperate to adjust for clerical errors on any or all closing documentation, if necessary.
6. Seller(s) acknowledges that the payoff statements received by Investors Title & Settlement Services from current mortgagees may be subject to said mortgagee's final audit after receipt of

the payoff funds resulting in a demand by said mortgagees for additional funds. Seller(s), upon request, agree to forward said funds forthwith.

7. This shall confirm the undersigned's consent, as per Rule 4-21.010(3) of the Florida Administrative Code, to the placement of the settlement funds for the above referenced transaction into an interest bearing escrow account in the name of Investors Title & Settlement Services and to further confirm that the interest earned on such account will be the property of Investors Title & Settlement Services.
8. The undersigned agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, any or all documentation deemed necessary or desirable in the reasonable discretion of Closing Agent.



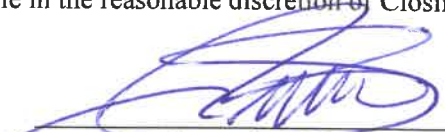
Edgardo Miguel Gonzalez - Buyer



Chakitta Ladenise Gonzalez - Buyer



Tamaria Reale Gonzalez - Buyer



Habitat for Humanity of Pinellas
County, Inc. - Seller

Prepared by and return to:
Investors Title & Settlement Services
Jeffrey D. Fishman
413 S. MacDill Avenue
Tampa, Florida 33609-3036

File Number: 2023-1009
Folio Number: 34-30-16-12888-001-0090

CORPORATE OWNER/SELLER AFFIDAVIT

State of Florida
County of Pinellas

The undersigned, Michael Sutton, ("hereinafter Affiant) being first duly sworn, deposes and says that Affiant has personal knowledge of the following facts:

1. I am Chief Executive Officer of Habitat for Humanity of Pinellas County, Inc. hereinafter referred to as "Entity".
2. That Entity is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations under the Internal Revenue Code).
3. That Entity's U.S. Employer Identification Number is:

59-2509116.
4. That Entity's Office Address is: 13355 49th Street N, Clearwater, Florida 33762.
5. That Entity owns the property described as follows:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.

And its possession thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to our knowledge, nor do we know of any facts by reason of which the title to, or possession of said property might be disputed or questioned, or by reason of which any claim to any said property might be asserted adversely to me.

6. There are no tenancies, leases or occupants.
7. No proceeding in any bankruptcy or receivership have ever been instituted by or against Entity, and we have never made an assignment for the benefit of creditors.
8. I know of no action or proceedings relating to said property which is now pending in any State or Federal Court in the United States, nor do we know of any State or Federal Judgment or any Federal Lien of any kind or nature whatsoever, which now constitutes or could constitute a lien or charge upon the subject property.
9. There are no judgments against us unpaid or unsatisfied of record, IRS liens and/or State Revenue Liens in any court of this State or of the United States and said property, as far as we know is free from all leases, mortgages and other liens and encumbrances except as disclosed in Commitment issued through First American Title Insurance Company.
10. There are no loans of any kind on said property except the following: NONE

11. There are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last twelve months for alterations, repair work, or new construction on said property which have not been paid for in full except those as shown on the closing statement of this transaction.
12. There is no contract for the making of repairs or improvements on said property.
13. There is no outstanding unrecorded contract for sale of subject property to any person or persons or corporations whatsoever, other than that certain contract to Edgardo Miguel Gonzalez and Chakitta Ladenise Gonzalez, husband and wife, and Tamaría Reale Gonzalez, an unmarried person, as joint tenants with full rights of survivorship nor are there any chattel mortgages, security agreements, financing statements nor any other conveyance affecting the title to the property described herein except as disclosed in Commitment , issued through First American Title Insurance Company.
14. There are no unpaid real estate taxes and/or tangible taxes due on subject property' except as disclosed in Commitment, issued through First American Title Insurance Company.
15. That there are no matters pending against Entity that could give rise to a lien that would attach to the property between the disbursing of the funds and the recording of the interest to be insured, and that the affiant has not and will not execute any instrument that would adversely affect the title or interest to be insured.

This affidavit is made and given to induce Investors Title & Settlement Services to issue a policy of title insurance.

Habitat for Humanity of Pinellas County, Inc.

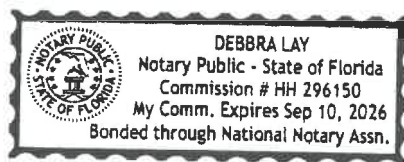

Michael Sutton, Chief Executive Officer

State of Florida
County of Pinellas

The foregoing instrument was Sworn to and subscribed before me by means of physical presence, this 30th day of January, 2023, by Michael Sutton, who is personally known to me.


Notary Public

(SEAL)



Our File Number: 2023-1009

MORTGAGORS AFFIDAVIT


THIS IS AN AFFIDAVIT MADE UNDER OATH. THE MAKING OF A FALSE STATEMENT WILL SUBJECT THE AFFIANT TO SEVERE CRIMINAL PENALTIES.


BEFORE ME, the undersigned authority, personally appeared Affiant(s), Edgardo Miguel Gonzalez, Chakitta Ladenise Gonzalez and Tamaria Reale Gonzalez who being by me first duly sworn on oath, depose(s) and say(s):


1. Affiant(s) is/are the owner(s) of the following described property:

Lot 9, Block 1, BURNSIDE AT LELLMAN, according to map or plat thereof as recorded in Plat Book 16, Page 72 of the Public Records of Pinellas County, Florida.
2. No proceeding in any bankruptcy or receivership have ever been instituted by or against Entity, and we have never made an assignment for the benefit of creditors.
3. I/We know of no action or proceedings relating to said property which is now pending in any State or Federal Court in the United States, nor do we know of any State or Federal Judgment or any Federal Lien of any kind or nature whatsoever, which now constitutes or could constitute a lien or charge upon the subject property.
4. There are no judgments against us unpaid or unsatisfied of record, IRS liens and/or State Revenue Liens in any court of this State or of the United States and said property, as far as we know is free from all leases, mortgages and other liens and encumbrances except as disclosed in Commitment No. issued through First American Title Insurance Company.
5. We understand that Investors Title & Settlement Services, Inc. has made a search of the Public Records to locate any unpaid bills, liens or assessments, for sewers, paving or other public utilities or improvements made by any governmental authority. In the event an unpaid bill or assessment arises, we agree to hold Investors Title & Settlement Services, Inc. harmless from any and all liability as a result thereof.

This affidavit is made and given to induce Investors Title & Settlement Services to issue a policy of title insurance. Further, Affiant Sayeth naught.


 Edgardo Miguel Gonzalez - Borrower

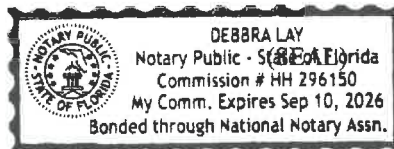

 Chakitta Ladenise Gonzalez - Borrower


 Tamaria Reale Gonzalez - Borrower

State of: Florida, County of: Pinellas

Sworn to and subscribed before me by means of physical presence, this January 31, 2023 by Edgardo Miguel Gonzalez, Chakitta Ladenise Gonzalez and Tamaria Reale Gonzalez who is/are personally known to me or who has/have produced _____ or a Florida Drivers License as identification. and who did take an oath.


 Notary Public Signature





**Habitat
for Humanity®**

of Pinellas & West Pasco Counties

Habitat For Humanity of Pinellas and West Pasco Counties

Printed on Fri Feb 3, 2023 at 02:42 pm EST

Job #: 132.375 3718 57th Ave. N.
3718 57th Ave. N.
St. Petersburg, Florida 33714

Ring doorbell 2/1/23

Description

Taken Date

02/01/2023 at 10:31 am

Upload Date

02/01/2023 at 10:36 am

Uploaded By

Joseph Sioch

File Name

[BC49F6C7-DF8B-4132-A...](#)



Punch List Items

Description

Taken Date

01/24/2023 at 12:00 pm

Upload Date

01/24/2023 at 12:24 pm

Uploaded By

William Washington

File Name

[20230124_120001.jpg](#)



Punch List Items

Description

Taken Date

01/24/2023 at 12:00 pm

Upload Date

01/24/2023 at 12:24 pm

Uploaded By

William Washington

File Name

20230124_120000.jpg





440 Court Street * Clearwater, FL 33756
727-464-3888 * building@pinellascounty.org

Certificate of Occupancy

This Certificate is being issued pursuant to the requirements of Chapter 1 of the Florida Building Code. This structure was inspected and substantially complies with the applicable codes, regulations and laws in effect at the time the permit application was received and at the time the inspections were performed.

Permit Number: CBP-22-05440
Occupancy Classification: R-3
Flood Zone: X

Florida Building Code Edition: 2020 / 7TH
Type of Construction: V-B
Maximum Occupants/Floor: 6

Fire Sprinklers: Yes No N/A
FEMA Certificate: Yes No N/A

Description of structure for which Certificate issued: NEW 1 STORY SINGLE FAMILY RESIDENCE - AS PER APPROVED PLANS

Owner of Building: HABITAT FOR HUMANITY
Owner's Address: 13355 49TH ST N, SUITE B , CLEARWATER, FL 33762
Building Address: 3718 57TH AVE N, ST PETERSBURG, FL 33714
Contractor: HABITAT FOR HUMANITY OF PINELLAS
Date of Issuance: 1/25/2023

Evelyn Spencer,
Pinellas County Building Official

Dave’s Homework of Pinellas

INVOICE

1801 63rd Ter South
St. Petersburg, FL 33712
Phone: 727-224-6592

TO:
Habitat for Humanity
13355 49th Street North
Clearwater, FL 33719

WORK SITE:
3718 57th Ave North
Saint Petersburg, FL 33714

SALESPERSON: DAVE MIDDLETON

INVOICE NUMBER: 521321

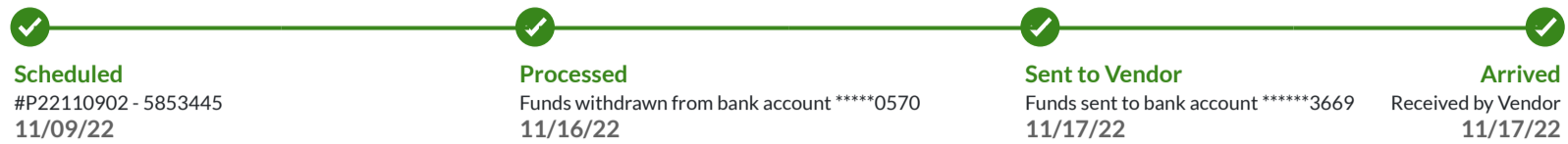
<u>SERVICES</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Install Footer per Plan		\$11,779.00
			\$11,779.00
	TOTAL FOR PROJECT:		\$11,779.00

NOTE: Dave’s Homework of Pinellas will build the home according to Habitat for Humanity of Pinellas and West Pasco Counties approved permitted plans and in agreement with the signed Construction Contract Agreement.

Please make checks payable to Dave’s Homework of Pinellas.
If you have any questions concerning this invoice, please contact Dave Middleton at 727-224-6592

THANK YOU FOR YOUR BUSINESS!

Payment out # P22110902 - 5853445



EPAYMENT **CLEARED**

USD 29,266.33 ePayment to [Dave's Homework of Pinellas](#)

created by Pamela Lee

PAYMENT OUT # P22110902 - 5853445

PROCESS DATE 11/16/22	ARRIVAL DATE ⓘ 11/17/22	TOTAL PAYMENT AMOUNT USD 29,266.33
PAID FROM Valley Bank - Business Ba	MEMO Multiple invoices	TOTAL VENDOR CREDITS APPLIED USD 0.00
ACCOUNT Bill.com Money Out Cl...		
REFERENCE ID 025KUUSYGQCM5DO	BANK ROUTING NUMBER 063107513	BANK ACCOUNT NUMBER *****3669

Approval Status

Everyone must approve the payment

APPROVAL REQUEST SENT TO	STATUS
Mike Sutton	Approved ,
Todd StJohn-Fulton	Approved ,
Heather Ford	Approved

PAID BILLS

INVOICE #	CHART OF ACCOUNT	DUE DATE
521321		11/02/22
521318		11/02/22
521319		11/01/22
521320		11/02/22

DATE: NOVEMBER 23, 2022

Dave's Homework of Pinellas

INVOICE

1801 63rd Ter South
St. Petersburg, FL 33712
Phone: 727-224-6592

TO:

Habitat for Humanity
13355 49th Street North
Clearwater, FL 33719

WORK SITE:

3718 57th Ave North
Saint Petersburg, FL 33714

SALESPERSON: DAVE MIDDLETON

INVOICE NUMBER: 521331

<u>SERVICES</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Prep and Pour Slab		\$11,779.00
			\$11,779.00
		TOTAL FOR PROJECT:	\$11,779.00

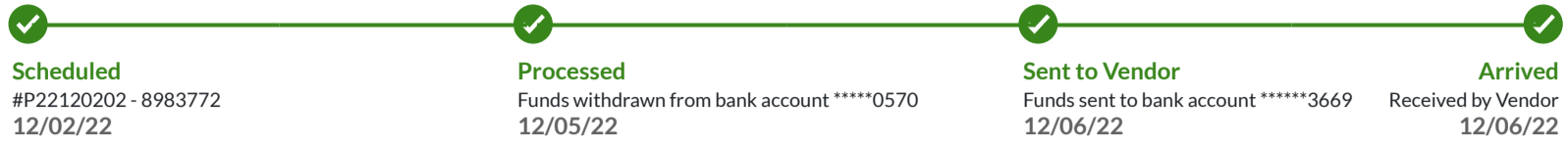
NOTE: Dave's Homework of Pinellas will build the home according to Habitat for Humanity of Pinellas and West Pasco Counties approved permitted plans and in agreement with the signed Construction Contract Agreement.

Please make checks payable to Dave's Homework of Pinellas.
If you have any questions concerning this invoice, please contact Dave Middleton at 727-224-6592

THANK YOU FOR YOUR BUSINESS!

Payment out # P22120202 - 8983772

More actions 



EPAYMENT **CLEARED**

USD 11,779.00 ePayment to [Dave's Homework of Pinellas](#)

created by Pamela Lee

PAYMENT OUT # P22120202 - 8983772




PROCESS DATE 12/05/22	ARRIVAL DATE 12/06/22	TOTAL PAYMENT AMOUNT USD 11,779.00
PAID FROM Valley Bank - Business Ba	MEMO Inv #521331	TOTAL VENDOR CREDITS APPLIED USD 0.00
ACCOUNT Bill.com Money Out Cl...		
REFERENCE ID 025DIGUGNED4O6M	BANK ROUTING NUMBER 063107513	BANK ACCOUNT NUMBER *****3669

Approval Status

Everyone must approve the payment

APPROVAL REQUEST SENT TO	STATUS
Mike Sutton	Approved
Todd StJohn-Fulton	Approved

PAID BILLS

INVOICE # 	CHART OF ACCOUNT 	DUE DATE 
521331		11/23/22