

This Document Prepared By and Return to:
City of Ocala Development Services
Attn: Revitalization Strategies Department
201 SE 3rd Street – 2nd Floor
Ocala, FL 34471

**CITY OF OCALA
HOUSING REHABILITATION
CDBG/SHIP/HOME/AHF DEFERRED PAYMENT MORTGAGE**

This Mortgage, made this 28th day of JANURAY, 2019, by and between KIRSTIN N DRUCKER A SINGLE PERSON, whose address is 419 NE 15TH CT OCALA, FL 34478 (hereinafter "Borrower"), who is the legal Borrower of the following real property located in Marion County, Florida (the "Real Property"):

Parcel Number: 28269-000-00

Legal

Description: SEC 16 TWP 15 RGE 22

PLAT BOOK F PAGE 006 HEINZ COURT LOTS 10.11, OF THE PUBLIC RECORDS OF
MARION COUNTY, FLORIDA.

and the City of Ocala, a Florida municipal corporation, whose address is, 201 SE 3rd St – Second Floor Ocala, FL 34471 (hereinafter "Lender").

1. **Grant of Mortgage.** Borrower hereby grants, sells, warrants, conveys, assigns, transfers, and mortgages to Lender all of Borrower's estate, right, title and interest in and to the Real Property including all improvements located thereon, all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment and other articles of personal property now or hereafter affixed to, placed upon or used in connection with the Real Property (all collectively the "Property").
2. **Obligation Secured.** This Mortgage is given to secure the payment of both the principal and interest, and any sums payable under, the Mortgage Note Under CDBG/SHIP/HOME/AHF Program Deferred Payment Loan of even date herewith in the original principal amount of \$18,000.00 from Borrower to Lender together with all renewals, extensions, modifications or re-financings of such promissory note (collectively the "Mortgage Note"), or this Mortgage, and the performance and observance of all of the provisions hereof and of the Mortgage Note. These funds are being paid through the use of the following grants: SHIP.
3. **Representation Concerning Title.** Borrower warrants and agrees as follows:
 - 3.1. Borrower has a good and marketable title to an indefeasible fee estate in the Property subject to no lien, charge or encumbrance, except as follows: First mortgage held by

BANK OZK _____, recorded in O.R.
Book _____, page _____, Public Records, Marion County, Florida.

- 3.2. Borrower covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Property subject only to the exceptions herein provided.
- 3.3. Borrower has full power and lawful authority to mortgage the Property in the manner and form herein done or intended hereafter to be done.
- 3.4. Borrower will preserve such title and will forever warrant and defend the same to Lender and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. **Term of Mortgage.** The Borrower further covenants, promises, and agrees as follows:
 - 4.1. Not to sell, refinance or transfer the Property without paying the amount owed to Lender under the Note.
 - 4.2. To pay the debt in accordance with the terms of the Note and to perform all covenants and promises set forth in the Note and herein.
 - 4.3. To use the proceeds of the Deferred Payment Loan Commitment and Agreement (the "Commitment") entered into by the Borrower and Lender on even date herewith, in accordance with the requirements and procedures of the Lender's Rehabilitation Program ("Program"). Borrower acknowledges having read and understood the Commitment and requirements and procedures of the Program.
 - 4.4. To keep the Property in good condition and repair, fully habitable, and not to remove or demolish any part of the dwelling contained thereon; to complete or restore promptly, in an efficient manner any part of the dwelling which may be damaged or destroyed; to pay all claims for labor performed and materials furnished to the Property; to comply with all laws, ordinances, regulations, or requirements of any governmental authority applicable to the Property pertaining to any alterations or improvements to be made thereon; and to abstain from the commission of waste.
 - 4.5. To keep the Property insured against loss or damage by flooding, fire or natural disaster, in an amount sufficient, after payment of all liens, to pay all amounts secured by this Mortgage and to deliver to Lender upon request, evidence of such insurance including the originals of the insurance policies. All of the requisite policies shall be endorsed with a standard mortgagee clause with loss payable to Lender, shall be in form and amount satisfactory to Lender and shall provide that the Lender shall be given (30) days written notice of the cancellation, expiration or termination of the policy or any material change in the coverage afforded thereunder. If the Property, or any part thereof, is damaged by fire for other hazard against which insurance is held, insurance proceeds paid by any insurance company, to the extent of the indebtedness then remaining, shall be remitted to the Lender (or, if there is a first mortgage, to the first mortgagee pursuant to such first mortgage) and at the option of Lender, shall be applied to the debt or released for the repairing or rebuilding of the Property.
 - 4.6. To pay all taxes, assessment, and water rates levied on the Property when due and before any penalty for non-payment attaches and to deliver receipts therefore to Lender upon

request and to remove promptly any taxes, assessments, water charges, judgment, or construction liens on the Property.

- 4.7. To pay all amounts required to be paid and to perform all terms and conditions required to be performed by Borrower under any superior lien or security interest attaching to the Property. Any default thereunder shall constitute a default under this Mortgage and shall render the balance due immediately due and payable.
- 4.8. To comply with the Lender's guidelines with respect to the maintenance of the Property's CDBG/SHIP/HOME/AHF assisted housing.
5. **Mortgage.** The term of this Mortgage shall be until the balance due under the Note is paid in full (including pursuant to any credit provisions thereof). Upon satisfactory completion of all terms and conditions by Borrower, this Mortgage shall be satisfied and released by Lender of record.
6. **No Payments Unless Default.** During the term of this Mortgage, the Borrower shall be required to make no payment of principal or accrued interest under the Note; provided, however, that if the Borrower shall be in default of any of the terms and conditions of this Mortgage, then the entire principal balance and all accrued interest, if any, shall become immediately due and payable upon demand by the lender.
7. **Due on Sale.** The loan represented by the Note is personal to the Borrower and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Property. If all or any part of the Property or any interest therein is sold, conveyed, transferred (including a transfer by agreement for deed or land contract), or further encumbered by Borrower without Lender's prior written consent. Lender may declare all sums secured by this Mortgage immediately due and payable, and such amount shall be paid pursuant to Note.
8. **Subordination.** Any subordination of this Mortgage to additional liens or encumbrances of the assignee or successor to the Borrower shall be effective only with the written consent of the Lender. Such additional liens and encumbrances shall extend to and include any land contract, or other agreement between the Borrower and his successor or assignee. Consent to subordinate shall only be permitted if the new mortgage will lower the payment or interest rate and there will be no cash out.
9. **No Release.** No sale of the Property and no forbearances by the Lender with respect to any of the terms and conditions of this Mortgage shall operate to release, discharge, modify, change or affect the original liability of the Borrower either in whole or in part nor constitute a waiver of any of Lender's rights under this Mortgage.
10. **Right of Access.** To assure and protect its rights hereunder, and to fulfill its obligations. The Lender shall have the right of access and inspection of the Property at reasonable times and with reasonable notice to Borrower.
11. **Notice.** Any notice of one party to the other shall be made in writing to the parties as follows:
 - 11.1. **Lender:** City of Ocala
201 SE 3rd St – 2nd Floor
Ocala, FL 34471
 - 11.2. **Borrower:** KIRSTIN N DRUCKER
419 NE 15TH CT
Ocala, FL 34470

The Borrower, or his personal representative in the event of the death of the Borrower, shall notify the Lender of any change in the Borrower's name or address.

12. **Remedies Upon Default.** Upon Borrower's default under this Mortgage or the Note, Lender may pursue one or more of the following remedies:
 - 12.1. Lender may declare the outstanding principal amount of the Note and the interest accrued thereunder (calculated pursuant to the Note), and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and interest and other sums shall immediately be due and payable without demand or notice. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of acceleration.
 - 12.2. Lender may enforce payment of the Note or the performance of any term hereof or any other right.
 - 12.3. Lender may foreclose this Mortgage and sell, as an entirety or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction.
 - 12.4. Lender may collect all rents, issues, profits, revenue, income and other benefits from the Property and pursue all remedies available to Lender under any leases of the Property.
 - 12.5. Lender may pursue all other remedies available at law or equity.
13. **Successors and Assigns.** The term "Lender" as used herein shall include the Lender's successors or assigns. The obligations and lien of this Mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally.
14. **Purpose of Mortgage.** The lien arising under this Mortgage is expressly created and imposed upon the Property for the purpose of assuring the Borrower's compliance with the terms and conditions of the loan made by Lender to Borrower under the Program, such loan being exclusively for the purpose of the rehabilitation, preserving and enhancing dwelling units in the Property in accordance with the rules and procedures of the applicable CDBG, SHIP, HOME, or AHF Rehabilitation Program of the Lender.
15. **Right to Cure.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment in such proceedings if: (a) Borrower pays Lender all sums which would be then due under this Mortgage or the Note, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage but, in connection therewith, Borrower acknowledges and agrees that a breach by Borrower of its obligations under the Note and this Mortgage to reside upon the Property, and not to sell or convey the Property, are not curable breaches; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage or the Note, and in enforcing Lender's remedies as provided, including, but not limited to, reasonable attorney's fees and costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

16. Purpose of Loan. Borrower understands, acknowledges, and agrees that:

- 16.1. Loan evidenced by the Note is for the rehabilitation of a single-family dwelling unit located on the Property. After rehabilitation, the Borrower must reside in such dwelling. Failure of the Borrower to maintain continuous residency in such dwelling shall constitute a default under this Mortgage.
 - 16.2. Renting or subletting a portion of or all of the Property is a violation of this Mortgage.
 - 16.3. By executing this Mortgage, the Borrower is bound to restrictions of use as required by the City Code.
 - 16.4. The Property shall be used as a single-family residence and no addition or improvement will change the use of the Property and no additions, construction, or improvements will be made to the Property without proper permitting and inspections as required by Florida law including the Florida Building Code. If Borrower violates the foregoing provisions, or an order is entered by the City of Ocala Municipal Code Enforcement Board, or by a Hearing Examiner appointed under the Code of Ordinances of the City of Ocala, finding that Borrower has violated the foregoing provisions, Borrower shall be deemed to have defaulted under this Mortgage.
 - 16.5. The balance due will be determined based on the date the violation is adjudicated.
- 17. No Waiver.** No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Lender of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Lender to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Lender before or after the exercise of such option, and no withdrawal or abandonment of foreclosure proceeding by Lender shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Borrower; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
- 18. Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Mortgage, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Mortgage, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Mortgage, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 19. Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

20. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

21. **Miscellaneous.**

- 21.1. Severability. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 21.2. Maximum Interest. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the state of Florida.
- 21.3. Successors and Assigns. The covenants and agreements herein contained shall bind; and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- 21.4. References. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several.
- 21.5. Entire Understanding. This agreement and the other documents executed by the parties in connection with the Note secured hereby represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
- 21.6. Amendments. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this 28th day of January, 2019.

Belinda Stephenson
Witness

Belinda Stephenson
Print Witness Name

Brandon Roney
Witness

BRANDON Roney
Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Kirstin Drucker

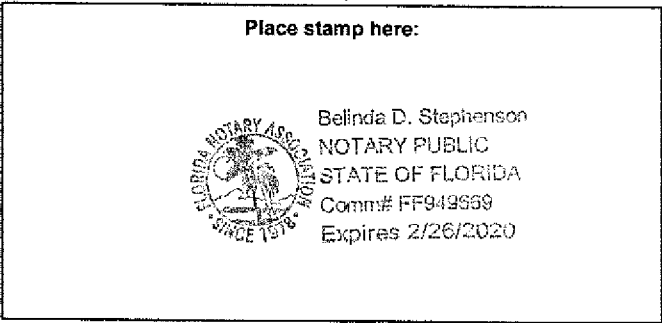
KIRSTIN N DRUCKER
(Print Name)

N/A
(Print Name)

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 28 day of January, 2019 by Kirstin Drucker

Notary Public:



Belinda Stephenson
Signature

☐ Personally known
☒ Identification Produced driver license

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**MORTGAGE NOTE UNDER
CDBG/SHIP/HOME/AHF PROGRAM DEFERRED PAYMENT LOAN**

Date: January 28, 2019

Ocala, Florida

1. **Promise to Pay.** For value received, the undersigned ("Borrower," jointly and severally, if more than one) promises to pay to the order of the City of Ocala, a Florida municipal corporation ("Holder"), with its principal office located at 151 SE Osceola Avenue, Ocala, Florida 34471, the principal sum of Eighteen Thousand Dollars-----00/000 together with such additional amounts hereafter advanced by Lender pursuant to Deferred Payment Loan Commitment and Agreement between Borrower and Lender of even date herewith (including those based upon subsequent change orders or evidenced by a modification hereof), but in no event in excess of \$ 18,000.00.
- 1.1. In the event that Lender advances additional amounts pursuant to the Deferred Payment Loan Commitment and Agreement, Borrower shall execute and deliver to Lender all documents necessary, in Lender's sole discretion, to evidence such additional advance and the modification of this Note and of the mortgage ("Mortgage") securing this Note.
- 1.2. All payments shall be payable in lawful money of the United States of America at City of Ocala Growth Management Department 201 SE 3rd St – 2nd Floor, Ocala, FL 34471, or at such other address as the Holder from time to time may specify by written notice to the Maker.
- 1.3. Forgiven loan amounts are made up of the following funding sources: SHIP.
- 1.4. Such principal sum shall bear no interest except as set forth herein.
- 1.5. Maturity date of this Mortgage shall be on January 28, 2029.
- 1.6. After completion of the rehabilitation of Borrower's dwelling pursuant to the Deferred Payment Loan Commitment and Agreement between Borrower and Lender of even date herewith, the balance due under this Note (less any payments made by Borrower, shall, unless there has been a default under this Note or the Mortgage securing this Note), be reduced by 100% percent on the last month of the tenth (10) year term as follows:

Schedule A

1 st year - 0% of principal amount	6 th year - 0% of principal amount
2 nd year - 0% of principal amount	7 th year - 0% of principal amount
3 rd year - 0% of principal amount	8 th year - 0% of principal amount
4 th year - 0% of principal amount	9 th year - 0% of principal amount
5 th year - 0% of principal amount	10 th year - 100% of principal amount

2. **Default.** The then-outstanding balance under this Note shall become immediately due and owing upon a default under this Note or under the Mortgage.
3. **Prepayment.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments.
4. **Interest After Default.** Upon default, including failure to pay upon final maturity, Lender, at its option, may increase the interest rate on this Note to the maximum rate allowed by law, if and to the extent that the increase does not cause the interest rate to exceed the maximum rate permitted by applicable law.
5. **Governing Law.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Florida. This Note has been accepted by Lender in the State of Florida.
6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Note, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Note, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Note, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
7. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Note, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
8. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS NOTE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS NOTE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

9. **General Provisions.**

- 9.1. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note.
 - 9.2. Notwithstanding any term, condition, obligation or provision herein to the contrary, it is the expressed intent of the Lender that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Lender of this Note has taken, charged or reserved interest in excess of that permitted, whether due to prepayment, acceleration, or otherwise, such excess shall be refunded to the Borrower or credited against the sums due the Lender hereunder. Such refund or credit shall be Borrower's sole and exclusive remedy for any interest taken, charged or reserved in excess of that permitted in the State of Florida.
 - 9.3. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them.
 - 9.4. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor.
 - 9.5. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as Borrower, guarantor, accommodation Borrower or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.
 - 9.6. The obligations under this Note are joint and several.
 - 9.7. This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
10. **Waivers.** Each Maker and Endorser waives presentment, protest, 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 counsel, after maturity of this Note or default hereunder or under said Mortgage, is employed or retained to collect this Note or to protect the security thereof.

THIS AGREEMENT, made and entered into this 28th day of January, 2019.

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS
PROMISSORY NOTE.**

[Signature]
Witness

B. Stephenson
Print Witness Name

[Signature]
Witness

BRANDON Perry
Print Witness Name

Witness

Print Witness Name

Witness

Print Witness Name

Kirstin N Drucker

Kirstin N Drucker
(Print Name)

N/A

(Print Name)

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