

**MODIFICATION OF STATE HOUSING INITIATIVES PROGRAM (SHIP)
HURRICANE HOUSING RECOVERY PROGRAM(HHRP)
HOUSING REHABILITATION/RECONSTRUCTION
DEFERRED MORTGAGE and SECURITY AGREEMENT**

This Modification of SHIP HHRP Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this ___ day of _____, 20___ between Barbara Q. Cox, an unremarried widow whose post office address is: 120 6th Street E, (Wahneta), Winter Haven, FL, 33880 ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13317 Pages 121 through 128 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Parcel 1: Begin at the SE corner of Lot 217 of Wahneta Farms, Polk County, Florida, according to the plat thereof recorded in Plat Book 1, pages 82-A and 82-B, public records of Polk County, Florida run thence N 147.7' to a point of beginning; thence N 147.3'; thence W 67'; thence S 147.3'; thence E 67' to the point of beginning, LESS AND EXCEPT the N 20'.

Parcel 2: Begin at the SE corner of Lot 217 of Wahneta Farms, Polk County, Florida, according to the plat thereof recorded in Plat Book 1, pages 82-A and 82-B, public records of Polk County, Florida, run N 147.7'; thence W 67'; thence S 147.7'; thence E 67' to the point of beginning, Section 21, Township 29S, Range 26E.

WHEREAS, the County agrees to increase the credit line, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Mortgage as follows:

The Modification increases the amount of the principal balance of \$199,562.50 by \$2,450.00 for a total amount of \$202,012.50.

The SHIP HHRP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage and Note ("Note") and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of \$2,450.00.

Except as expressly modified above, the terms of the original Mortgage and Note shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms.

Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note, Mortgage or other credit agreement secured by the Mortgage. It is the intention of the County to retain as liable all parties to the Mortgage and all parties to the Modification, unless a party is expressly released by the County in writing.

If it is determined that any other person or entity other than the County shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and the County shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the County over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

(Signatures on following page)

The parties acknowledge having read all the provisions of this Modification and agree to its terms.

ATTEST:

OWNER:

Witness

Barbara Q. Cox

Printed Name of Witness

Address of Witness Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

ATTEST:

CLERK OF COURT

STACY M. BUTTERFIELD

**Polk County Florida, a political subdivision
of the State of Florida**

By: _____
Deputy Clerk

By: _____
T.R Wilson, chair Date
Board of County Commissioners

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Barbara Q. Cox, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires _____