

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

This Modification of HOME Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this \_\_\_ day of \_\_\_\_\_, 2025 between Sherry Yvonne Smith, a single person whose post office address is: 201 Gandy Street, Auburndale, FL 33823 ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13502 Pages 728 through 735 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Run South 492 feet from the Northeast corner of Section 11, Township 28 South, Range 25 East, Polk County, Florida, thence run West 950 feet to concrete monument, thence run South 85 feet to the point of beginning; thence run East 100 feet, South 50 feet, West 100 feet and North 50 feet to the point of beginning. Less road right of way and restrictions or easements of record.

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 by \$3,000.00 for a total amount of \$175,000.00.

The SHIP 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 \$3,000.00.

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 Mortgage, Note, 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.

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

**ATTEST:**

**OWNER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sherry Yvonne Smith

\_\_\_\_\_  
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  
Board of County Commissioners

Date

**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 Sherry Yvonne Smith, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_