

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 _____, 20__ between Walter Keepler (“Owner”) and Polk County (“County”) amends that certain Mortgage and Security Agreement (“Mortgage”), recorded in Book 12851 Pages 1527 through 1530 in the Official Records of Polk County, Florida and covering the real property (“Property”) specifically described as follows:

Lot 122 of GORDON HEIGHTS, PHASE 6, as shown by map or plat thereof recorded in the office of the clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 63, page 32.

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 Mortgage by \$3,700.00 for a total amount of \$163,300.00.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage Note (“Note”) and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of \$3,700.00.

Except as expressly modified above, the terms of the original Mortgage 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 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.

