

This Document Prepared By:
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MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) HOUSING REHABILITATION/RECONSTRUCTION DEFERRED MORTGAGE and SECURITY AGREEMENT

This Modification of SHIP Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this ____ day of _____, 2025 between **The Estate of Betty S. Frey, represented by Curator Stephen H. Bates, Esq., whose address is 290 1st Street S, Winter Haven, FL 33880** ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13564 Pages 1172 through 1179 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

THE WEST 1/2 OF THE WEST 200 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF LOT 29 IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST OF WEST END FARMS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3A, PAGE 32, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART OF CAPTIONED PROPERTY WHICH MIGHT LIE WITHIN THE FOLLOWING:

BEGIN AT THE NW CORNER OF LOT 29, OF WEST END FARMS LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST, AS PER PLAT RECORDED IN PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 32, THENCE RUN SOUTH 165 FEET FOR POINT OF BEGINNING, THENCE EAST 200 FEET, THENCE SOUTH 60 FEET, THENCE WEST 200 FEET, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING.

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 \$9,150.00 for a total amount of \$191,150.00.

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 \$9,150.00.

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.

[Signature on following page]

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

Attest:

Owner(s):

Witness

Stephen H. Bates, Esq.
Curator of the Estate of Betty S. Frey

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

Attest:
Stacy M. Butterfield, Clerk of Court

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

BY: _____
Deputy Clerk

Martha Santiago, Ed. D., 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 _____, _____ by Stephen H. Bates, Esq., Curator of the Estate of Betty S. Frey, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____