

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 _____, 2023 between Nielda L. Dotson, single ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 12624 Pages 2123 through 2126 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Beginning at a point on the Southeasterly right-of-way line of Hatchineha road 375.81 feet North and 418.28 feet East of the Southeast corner of the SW ¼ Section 19, Township 28 South, Range 29 East, run thence North 50 degrees 45'00" East along said right-of-way line a distance of 110.0 feet, thence South 39 degree 15'00" East a distance of 85.0 feet, thence South 50 degree 45'00" West a distance of 110.0 feet, thence North 39 degree 15'00" West a distance of 85.0 feet to the Point of Beginning, subject to a 10 foot drainage easement along the Southwesterly boundary and subject to an easement for canal right-of-way purposes over and across the Southern 34 feet of the property,

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 \$2,000.00 for a total amount of \$168,500.00.

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 \$2,000.00.

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.

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

ATTEST:

OWNER:

Witness

Nielda L. Dotson

Witness

N/A
Homeowner Name

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

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

By: _____
Deputy Clerk

By: _____
George Lindsey III, 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 Nielda L. Dotson, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____