SHIP

Estimated Project Costs

Rehabilitation/Replacement 15385.340554028.5334420

| Homeowner: | Patricia B. Harrison aka P 313 2nd Street NE Fort Meade, FL 33841 | atricia Barber | - | | Case No. R | C24-SHIP-009 |
|--|---|----------------|-------------|------------|------------|--------------|
| Bid Amount HO Contribution 0% Payback Mortgage | \$ | 177,500.00 | - | | \$ | 177,500.00 |
| Deferred Mortgage | \$ | 177,500.00 | : : | | \$ | 177,500.00 |
| Soft Costs (Replacement S | SHIP GRANT) | | | | | |
| Service Delivery | \$ | 4,620.00 | | | \$ | 4,620.00 |
| Appraisal | \$ | 400.00 | | | \$ | 400.00 |
| Survey | | | | | \$ | - |
| Blue Prints | \$ | 450.00 | | | \$ | 450.00 |
| Soil Test | | | | | \$ | - |
| Septic Tank Pumpout | | | | | \$ | - |
| Septic Tank Permit | | | | | \$ | - |
| Temp. Relocation | \$ | 3,825.00 | | | \$ | 3,825.00 |
| NOC Filing Fee | \$ | 13.00 | | | \$ | 13.00 |
| Mortgage Doc. Fee | \$ | 622.00 | | | \$ | 622.00 |
| Mortgage Recording Fee | \$ | 70.00 | | | \$ | 70.00 |
| Add'l Recording Fees | \$ | - | - 02 | | \$ | |
| Total | \$ | 10,000.00 | -8 | - | \$ | 10,000.00 |
| TOTAL PROJECT COSTS | | | | | \$ | 187,500.00 |
| ******* | ****** | ****** | ****** | ****** | ***** | ***** |
| Polk Deferred Mortgage & | Security Agreement | | \$ | 177,500.00 | | |
| 0% Payback Mortgage | | | \$ | | | |
| Grant Agreement | | | \$ | 10,000.00 | | |
| TOTAL | | | \$ | 187,500.00 | | |
| | | | _ | | | |

Prepared By: Jacqueline Goodin Housing and Neighborhood Development Housing Development Section P.O. Box 9005, Drawer HS04 Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

| This Mortgage and Security Agreement ("Mortgage") is given this day of |
|--|
| 20 The Mortgagor(s) Patricia B. Harrison aka Patricia Barber a single woman whose post |
| office address is: 313 2nd Street NE, Fort Meade, FL 33841 ("Owner(s)"), agrees to give the |
| Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the |
| Lender the principle sum of One Hundred Seventy-Seven Thousand Five Hundred and No/100 |
| Dollars (\$177,500.00). This debt is evidenced by Owner's Mortgage Note ("Note") dated the same |
| date as this Mortgage which provides for the debt of this Mortgage. |

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at 313 2nd Street NE, Fort Meade, FL 33841, and more particularly described as:

Lots 11 and 12, in Block "A" of ORANGE COURT, a subdivision according to the plat thereof recorded in Plat Book 16, page 13, of the Public Records of Polk County, Florida, being a subdivision of Block 12 of Hooker and Robeson's Addition to Fort Meade, Florida (Plat recorded in Deed Book "L', page 438); said lots lying in and comprising a part of the NE ¼ of the SE ¼ of Section 27, Township 31 South, Range 25 East.

- A. All improvements now or hereafter erected on the Property; and
- B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and
- C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

- Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the
 Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants
 and will defend generally the title to the Property against all claims and demands, subject to
 any encumbrances of record.
- 3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;
 - A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and
 - B. shall duly pay all taxes and all insurance premiums reasonable required, and
 - C. keep the buildings on the premises in good repair and preservation, and
 - pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and
 - E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

II. EVENTS OF DEFAULT

- 1. Any one of the following shall constitute an event of default:
 - A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or
 - B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or
 - C. the Property is sold or otherwise transferred without Lender's written approval, or
 - D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or
 - E. Owner refinances the property without prior consent from the Lender, or
 - F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

- 1. <u>No Waiver.</u> No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.
- 2. <u>Governing Law.</u> This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.
- 3. <u>Venue.</u> All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.
- 4. <u>Modification of Agreement.</u> All modification to this Mortgage must be in writing and signed by both Owner(s) and Lender.

- 5. <u>Separation of Inappropriate Provisions.</u> If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.
- 6. <u>Successors and Assigns Bound.</u> This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

(Signatures on following page)

| IN WITNESS WHEREOF, the parties undersigned as duly authorized. | hereto have caused this contract to be executed by the |
|--|--|
| ATTEST: | OWNER(s): |
| Witness | Patricia B. Harrison aka Patricia Barber |
| 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 | |
| STATE OF FLORIDA COUNTY OF POLK | |
| online notarization, thisday of | Iged before me by means of physical presence or |
| (AFFIX NOTARY SEAL) | Notary Public Print Name |
| | My Commission Expires |

Prepared By: Jacqueline Goodin
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Rehabilitation/Replacement DEFERRED MORTGAGE AND SECURITY AGREEMENT MORTGAGE NOTE

| NAME: Patricia B. Harrison aka Patricia Barber | |
|---|--|
| ADDRESS:313 2 nd Street NE, Fort Meade, FL 33841 | |
| CASE NUMBER: RC24-SHIP-009 | |
| LOAN AMOUNT: \$177,500.00 | |

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is Patricia B. Harrison aka Patricia Barber whose post office address is: 313 2nd Street NE, Fort Meade, FL 33841 ("Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida One Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$177,500.00), payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

- 1. If a default occurs, the Note shall be due and payable in full.
- 2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15**th) **year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at

once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

SIGNATURES APPEAR ON FOLLOWING PAGE

| IN WITNESS WHEREOF, the parties hereto be undersigned as duly authorized. | nave caused this contract to be executed by the |
|--|--|
| ATTEST: | OWNER(s): |
| Witness | Patricia B. Harrison aka Patricia Barber |
| 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 | |
| STATE OF FLORIDA COUNTY OF POLK | |
| notarization, thisday of, 20 | ore me by means of physical presence oronline _, by <u>Patricia B. Harrison aka Patricia Barber</u> , who d as identification. |
| (AFFIX NOTARY SEAL) | Notary Public Print Name |
| | My Commission Expires |

RESIDENT INCOME CERTIFICATION - Homeownership/DPA

Florida Housing Finance Corporation State Housing Initiatives Partnership (SHIP) Program

| ffective Date: | Alloca | tion Year: | |
|---|---------------------------------------|--|--|
| a Current homeowner b Home buyer | Existing Dwelling | Newly Constructed Dwelling | |
| Subsidy Use (check all that apply) Down Payment Assistance | | Principal Buy Down | |
| Closing Costs Interest Subsidy Loan Guarantee | | Rehabilitation Emergency Repair Other | |
| | Recipient Information (select one) a. | Recipient Information (select one) a Current homeowner b Home buyer Existing Dwelling Subsidy Use (check all that apply) Down Payment Assistance Closing Costs Interest Subsidy | Recipient Information (select one) a Current homeowner b Home buyer Existing Dwelling Newly Constructed Dwelling Subsidy Use (check all that apply) Down Payment Assistance Principal Buy Down Closing Costs Rehabilitation Interest Subsidy Emergency Repair |

C. Household Information: Include all household members

| Member | 1 Patricia Barber Harrison 2 Donald Harrison 3 Jeffrey Chauncey 4 5 | Relationship to Head | Age |
|--------|---|-------------------------|-----|
| 1 | Patricia Barber Harrison | HEAD | 82 |
| 2 | Donald Harrison | Son | 59 |
| 3 | Jeffrey Chauncey | Grandson | 38 |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

D. Assets: All household members including assets owned by minors

| Member | Asset Description | C | ash Value | Income from Assets | | |
|--|-------------------|------|-----------|-----------------------|----|--------|
| 1 | See Attachment | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| Total Cash | Value of Assets | D(a) | \$ | 82,802.33 | | |
| Total Incor | me from Assets | | | D(b) | \$ | 38.25 |
| If line D(a) is greater than \$50,000: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income. | | | | | | 154.77 |

E. Anticipated Annual Income: Includes unearned income and support paid on behalf of minors.

| Member | Wages / Salaries (include tips, commission, bonuses and | Benefits / Pensions | Public Assistance | Other Income | *Asset Income |
|------------------------------------|---|------------------------|-----------------------|--------------|------------------|
| 1 | 11,700.00 | 24,314.40 | | | (Enter the |
| 2 | | 11,316.00 | | | greater of |
| 3 | | 4068.00 | | | box D(b) |
| 4 | | | | | Or. |
| 5 | | | | | box D(c), |
| 6 | | | | | above, |
| 7 | | | | | in box E(e) |
| 8 | | | | | below) |
| _ | (a) | (b) | (c) | (d) | (e) |
| Totals | 11,700.00 | 39,698.40 | | | 154.77 |
| Enter total of it Household Inc | tems E(a) through E(ome | e). This amount is | the <u>Annual Ant</u> | icipated | \$ 51,553.17 |

F. Recipient Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under \$ 775.082 or 775.83.

| Datrice & Balon Garreson | Date | 10/04/2024 |
|---|------|------------|
| Signature of Head of Household | | |
| | Date | |
| Signature of Spouse or Co-Head of Household | | |
| * Danald Tool | Date | 10/04/2024 |
| Signature of Household Member (over 18 years) | | 101 4 |
| × / // All | Date | 10/04/2024 |
| Signature of Household Member (over 18 years) | | |
| | Date | |
| Signature of Household Member (over 18 years) | | |
| | Date | |
| Signature of Household Member (over 18 years) | | |

| docume Residen | entation su It Income C | bmitted Certificat | nent: Base pursuant to ion is/are constitute(| to item F, eligible u | hereof, t | he fan | nily or ir | dividual(s |) named ii | n item C o | of this atutes, |
|-------------------|---|--------------------------------|---|-----------------------------|-------------------------|--------------------|----------------------|---------------------------|--------------------------|---------------------|--------------------|
| no | ctremely Lo ot exceed 3 aximum In | 80% of th | me (ELI) Ho ne AMI as o mit: | usehold letermine | means in ed by HUI | dividu) with | als or fa adjustn | milies who nents for h | ose annua Iousehold | l income o size. | does |
| Ve | ery Low Inc sceed 50% | c ome (V i of the Al | LI) Househ MI as dete | old mear | ns individ y HUD wi | uals or th adju | families ustment | whose ar | nnual inco ehold size | me does r | not |
| М | aximum In | come Lir | mit: | | | | | | | | |
| x Lc | w Income 0% of the A | (LI) Hou MI as de | sehold me | ans indiv | iduals or vith adjus | familie tment | s whose | e annual ii usehold si | ncome doe ze. | es not exc | eed |
| M | aximum In | come Lir | mit: | _55 | 00.000 | | | | | | |
| M | oderate In ceed 120% | come (N of the A | /II) Househ AMI as dete | old mear ermined | ns individ by HUD w | uals or ith ad | familie justmen | s whose a ts for hou | nnual inco sehold siz | me does i e. | not |
| | aximum In | | | | | | | | | | |
| | | | ousehold n | | | | | | | oes not e | xceed |
| | aximum In | | determined | г ву нов | with adju | istmen | its for n | ousenoia : | size. | | |
| Based upon the | | 024 | ilit. | (year | r) | | | | | | |
| Income Limits fo | | olk | | | , A or Coun | tv) | | | | | |
| £lauat | | | | | | • | | | | | |
| Signatu | re or the Si | HIP Adm | inistrator | or HIS/H | er Design | ated R | epreser | ntative: | 100 | | |
| Signature | - | 140 | anix | Sno | 1/n | *. | | Date | 10/0 | 4/202 | 4 |
| Name (print or | type) | Marie | Smoker | | | | | Title | Housing A Superviso | ldministrativ r | /e |
| H. Househ | old Data (t | o be con | npleted by | Head of | Househo | d only | ·) | | | | |
| Household elec | ts to not p | articipa | te. | | | | | (Initials o | of Househ | old Head) | |
| | | | H | lead of H | ouseholo | Data | | | | | |
| | | By Rac | ce / Ethnic | ity | | | | | By A | ge | |
| White | Bla | ick H | lispanic | Asian | America Indian | | Other | 0 - 25 | 26 - 40 | 41 - 61 | 62 + |
| 3 | | | | | | | | | 1 | 1 | 1 |
| | | | He | ousehold | Membe | s Data | 1 | | | | |
| | Spe | cial Targ | et / Specia | l Needs | (Check all | that a | pply to | any memi | oer) | | |
| Farm wo | ker | | pmentally | Hom | neless | F | lderly | Spec | ial Needs | Special | Needs |
| | | Di | sabled | 11011 | | | | (0 | define) | (defi | ine) |
| | | | | | | | Х | | X CC | x cc | |
| | | | | | | | | | | | |

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

SHIP H-RIC Rev. 01/2024

| | Attache | ement to RIC P | atrici | a Barber Harris | on | | | |
|--------------------------------|---------|----------------|--------|-----------------|----------------|----|--------------|--|
| Income | Salary | | Pen | sion/SS | T. | | Total Income | |
| Patricia Barter | \$ | 11,700.00 | \$ | 24,314.40 | | | | |
| Donald Harrison | | | \$ | 11,316.00 | | | | |
| Jeffrey Ryan Chauncey | | | \$ | 4,068.00 | | | | |
| Total | \$ | 11,700.00 | \$ | 39,698.40 | | \$ | 51,398.40 | |
| | Assets | | | | | | | |
| Asset | Amount | | Inco | me | Imputed Income | | | |
| D. Harrisoin Checking | \$ | 1,730.00 | | | 6.92 | | | |
| P Barber Harrison life ins | \$ | 1,552.66 | | | 6.21 | | | |
| P Barber Harrison Stock-Pfizer | \$ | 191.05 | \$ | 5.70 | | | | |
| Stock Clorx | \$ | 274.63 | \$ | 4.54 | | | | |
| Stock GPC | \$ | 143.77 | \$ | 0.95 | | | | |
| P Barber Harrison Crew Sav | \$ | 5,913.67 | \$ | 4.13 | | | | |
| P Barber Harrison Crew Ck | \$ | 2,091.07 | \$ | 0.41 | | | | |
| P Barber Harrison Trus ck | \$ | 22,349.14 | | | 89.39 | | | |
| P Barber Harrison Mo Life Ins | \$ | 3,383.11 | | | 13.53 | | | |
| P Barber Harrison Cash Ap | \$ | 0.20 | | | \$ - | | | |
| P Barber Harrison Cits ck | \$ | 119.03 | | | 0.47 | | | |
| P Barber Harrison MMK | \$ | 45,054.00 | \$ | 22.52 | 3717 | | | |
| Total | \$ | 82,802.33 | \$ | 38.25 | \$ 116.52 | \$ | 154.77 | |
| Grand Total | | | | | | \$ | 51,553.17 | |

Gatrier E Barles Carriso

Patricia Barber Harrison

Donald Harrison

Jeffrey Chauncey