

SHIP
Estimated Project Costs
Rehabilitation/Replacement
15384.340554028.5334420

Homeowner:	Charlie Joe Sankey	Case No. RC25-SHIP-006 Major
	6055 Old Polk City Rd	
	Haines City, FL 33844	
Bid Amount	97,340.75	\$ 97,340.75
HO Contribution		
0% Payback Mortgage		
Deferred Mortgage	97,340.75	\$ 97,340.75

Soft Costs (SHIP GRANT)

Service Delivery	2,496.22	\$ 2,496.22
Appraisal	-	\$ -
Survey	-	\$ -
Blue Prints	-	\$ -
Septic Tank Pumpout	650.00	\$ 650.00
Soil Test	160.00	\$ 160.00
Septic Tank Permit	180.00	\$ 180.00
Temp. Relocation	-	\$ -
Insurance		\$ -
NOC Filing Fee	13.00	\$ 13.00
Mortgage Doc. Fee	341.00	\$ 341.00
Mortgage Recording Fee	70.00	\$ 70.00
Total	3,910.22	\$ 3,910.22

TOTAL PROJECT COSTS	\$ 101,250.97
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Polk Deferred Mortgage & Security Agreement	\$ 97,340.75
0% Payback Mortgage	\$ -
Grant Agreement	\$ 3,910.22
TOTAL	\$ 101,250.97

This Document Prepared By:
Helen R. Sorhaindo
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 _____, _____. The Mortgagor(s) **Charlie Joe Sankey, an unremarried Widower whose mailing address is 6055 Old Polk City Rd., Haines City, FL 33844**, the ("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 **Ninety-Seven Thousand Three Hundred Forty and 75/100 Dollars (\$97,340.75)**. 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 **6055 Old Polk City Rd., Haines City, FL 33844**, and more particularly described as:

Legal Description:

The West 100 feet of the East 350 feet of that part of the SE 1/4 of the SW 1/4 of Section 2, Township 27 South, Range 26 East, Lying South of State Road S-17. Polk County, Florida.

- 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.

2. 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
 - D. 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 entirety 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. No Waiver. 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. Governing Law. 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. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.
4. Modification of Agreement. All modification to this Mortgage must be in writing and signed by both Owner(s) and Lender.
5. Separation of Inappropriate Provisions. 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. Successors and Assigns Bound. 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 next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Charlie Joe Sankey

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

**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 Charlie Joe Sankey, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires: _____

This Document Prepared by:
Helen R. Sorhaindo
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: Charlie Joe Sankey
ADDRESS: 6055 Old Polk City Rd., Haines City, FL 33844
CASE NUMBER: RC25-SHIP-006 Major
LOAN AMOUNT: \$97,340.75

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantors are Charlie Joe Sankey, whose mailing address is 6055 Old Polk City Rd., Haines City, FL 33844. For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida Ninety-Seven Thousand Three Hundred Forty and 75/100 Dollars (\$97,340.75), 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 (15th) 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 have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Charlie Joe Sankey

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

**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 Charlie Joe Sankey, who ☐ is personally known to me or ☐ has produced _____ 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

Effective Date: _____ Allocation Year: _____

A. Recipient Information (select one)

- a. ☒ Current homeowner
b. ☐ Home buyer ☒ Existing Dwelling ☐ Newly Constructed Dwelling

B. Subsidy Use (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Down Payment Assistance | <input type="checkbox"/> Principal Buy Down |
| <input type="checkbox"/> Closing Costs | <input checked="" type="checkbox"/> Rehabilitation |
| <input type="checkbox"/> Interest Subsidy | <input type="checkbox"/> Emergency Repair |
| <input type="checkbox"/> Loan Guarantee | <input type="checkbox"/> Other |

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1	Charlie Joe Sankey	HEAD	83
2			
3			
4			
5			
6			
7			
8			

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

Member	Asset Description	Cash Value	Income from Assets
1	MidFlorida Savings Account #1301 (\$650.35)	0.00	0.00
2	MidFlorida Savings Account #1303 (\$90.08)	0.00	0.00
3	MidFlorida Checking Account #1388 (\$4,977.94)	0.00	0.00
4	Kemper Life Insurance Policy #2475	3,395.00	0.00
5	Kemper Life Insurance Policy #9718	3,317.29	0.00
6	TrustMark Life Insurance Policy #7731	104.70	
7			
8			
Total Cash Value of Assets		D(a) \$ 6,816.99	
Total Income from Assets		D(b)	\$ 0.00
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.		D(c)	\$

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		35,261.60			(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
8					
Totals	(a) 0.00	(b) 35,261.60	(c) 0.00	(d) 0.00	(e) 0.00
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$ 35,261.60

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.

<u>Charlie Santos</u>	Date <u>12/26/24</u>
Signature of Head of Household	
Signature of Spouse or Co-Head of Household	Date _____
Signature of Household Member (over 18 years)	Date _____
Signature of Household Member (over 18 years)	Date _____
Signature of Household Member (over 18 years)	Date _____
Signature of Household Member (over 18 years)	Date _____

Resident Income Certification

STATE OF FLORIDA

COUNTY OF

Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 26 day of December, 2024, by Charlie Joe Sankey,
who ☐ is personally known to me or ☒ has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Sterling Harvey

Notary Public

Print Name Sterling Harvey

My Commission Expires 9-14-2027

- G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

☐ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

☐ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

☒ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: \$ 42,800.00

☐ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

☐ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

Based upon the _____ (year)
Income Limits for 2024 (MSA or County) Polk County

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature



Date

01/02/2025

Name (print or type)

Marie Smoker

Title

Housing Administrative Supervisor

- H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +
	1								1
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	Developmentally Disabled	Homeless	Elderly	Special Needs (define)	Special Needs (define)				
			X						

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.