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## **MODIFICATION OF STATE HOUSING INITIATIVES PROGRAM (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 Daryl L. Wiggins and Valerie Wiggins, Husband and Wife whose post office address is 1226 Avenue G., Haines City, FL 33844 ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13241 Pages 566 through 574 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Legal Description: Lots 18 and 19, Block J, Lockhart & Smith's Resubdivision, a subdivision according to the plat thereof recorded in Plat Book 6, Page 9, of the Public Records of Polk County, Florida.

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 \$2,404.00 for a total amount of \$189,154.00.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement and 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 \$(change order amount).

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.

[Signatures on Next Page]

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

Attest:

Owner(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Daryn L. Wiggins, Sr.

\_\_\_\_\_  
Print Name of Witness

Witness Address:

1290 Golfview Avenue

P.O. Box 9005 Drawer HS04

Bartow, FL 33831-9005

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Valerie Wiggins

\_\_\_\_\_  
Print Name of Witness

Witness Address:

1290 Golfview Avenue

P.O. Box 9005 Drawer HS04

Bartow, FL 33831-9005

[Notary Certificate on next page]

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Daryn L. Wiggins, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Valerie Wiggins, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_