

SHIP  
Estimated Project Costs  
Rehabilitation/Replacement  
15385.340554028.5334420

Homeowner:	Irene V. Parker	Case No. RC24-SHIP-011
	a/k/a Irene V. Parker Simmons	
	52 South Phillips St	
	Lake Wales, Fl. 33853	
Bid Amount	\$ 176,900.00	\$ 176,900.00
HO Contribution		
0% Payback Mortgage		
Deferred Mortgage	\$ 176,900.00	\$ 176,900.00

**Soft Costs (Replacement SHIP GRANT)**

Service Delivery	\$ 4,613.00	\$ 4,613.00
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	\$ 620.00	\$ 620.00
Mortgage Recording Fee	\$ 61.00	\$ 61.00
Homeowners insurance	\$ -	\$ -
Total	\$ 9,982.00	\$ 9,982.00

TOTAL PROJECT COSTS	\$ 186,882.00
---------------------	---------------

\*\*\*\*\*

Polk Deferred Mortgage & Security Agreement	\$ 176,900.00
0% Payback Mortgage	\$ -
Grant Agreement	\$ 9,982.00
TOTAL	\$ 186,882.00

Prepared By: Paul DiRocco  
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 \_\_\_\_\_, 2025. The Mortgagor(s) **Irene V. Parker a/k/a Irene V. Parker Simmons, single person**, whose post office address is: **52 South Phillips Street, Lake Wales, FL. 33853** ("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 principal sum of **One Hundred Seventy-Six Thousand Nine Hundred and No/100 Dollars (\$176,900.00)**. 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 **52 South Phillips Street, Lake Wales, FL. 33853**, and more particularly described as:

MAGNOLIA PARK SUB PB 5, BLK B, Lots 21 & 23 LESS E 5 FT. & S 5 FT. for RD R/W, of the public records of 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.

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

ATTEST:

OWNER(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Irene V. Parker a/k/a Irene V. Parker Simmons

\_\_\_\_\_  
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**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Irene V. Parker a/k/a Irene V. Parker Simmons, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Prepared By: Paul DiRocco  
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: Irene V. Parker a/k/a Irene V. Parker Simmons  
ADDRESS: 52 South Phillips St., Lake Wales, FL. 33853  
CASE NUMBER: RC24-SHIP-011  
LOAN AMOUNT: \$176,900.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is Irene V. Parker a/k/a Irene V. Parker Simmons whose post office address is: 52 South Phillips St., Lake Wales, FL. 33853 ("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-Sixty Thousand Nine Hundred and No/100 Dollars (\$176,900.00), 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<sup>th</sup>) 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

\_\_\_\_\_  
Irene V. Parker a/k/a Irene V. Parker Simmons

\_\_\_\_\_  
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**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Irene V. Parker a/k/a Irene V. Parker Simmons, 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)

- ☐ Down Payment Assistance ☐ Principal Buy Down  
☐ Closing Costs ☒ Rehabilitation  
☐ Interest Subsidy ☐ Emergency Repair  
☐ Loan Guarantee ☐ Other

**C. Household Information:** Include all household members

Member	Full Name	Relationship to Head	Age
1	Irene V. Parker a/k/a Irene V. Parker Simmons	HEAD	59
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	Mid Florida Savings Account *6310	\$50.00	
2	Mid Florida Checking *6323	\$336.29	
3	South State Checking *1060	\$2.29	
4	Bank of America Checking * 8705	\$38.00	
5	TransAmerica Life Insurance *1761 Surrender Value	\$10,238.14	
6			
7			
8			
Total Cash Value of Assets D(a)		\$ 10,664.72	
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	\$32,939.40				(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals	\$32,939.40				
Enter total of items E(a) through E(e). This amount is the <b>Annual Anticipated Household Income</b>					\$ 32,939.40

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 S 775.082 or 775.83.

None V. Parker aka None V Parker Simon Date 11/20/24  
 Signature of Head of Household

\_\_\_\_\_  
 Signature of Spouse or Co-Head of Household

\_\_\_\_\_  
 Signature of Household Member (over 18 years)

\_\_\_\_\_  
 Signature of Household Member (over 18 years)

\_\_\_\_\_  
 Signature of Household Member (over 18 years)

\_\_\_\_\_  
 Signature of Household Member (over 18 years)

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: \_\_\_\_\_

X \_\_\_\_\_ **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 2024 (year)  
Income Limits for POLK (MSA or County)

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

Signature

Name (print or type)

*Marie Smoker*

Marie Smoker

Date

Title

*11/21/2024*

Housing Administrative Supervisor

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

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

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.

# BOCC

## RECORDING FEES / COPY CHARGES

\*\*\* This form must be completed to utilize Court House / Court House Branch services to record documents such as liens, deeds, easements, Satisfactions, etc. and for copy services. >>>>> **These services will not be rendered without this completed form.** <<<<<<

☒ Recording Fees  
☐ Copy Charges

Type of document: OOR SHIP Deferred Mortgage and Security Agreement

Number of documents: 1

### ACCOUNTING INFORMATION

FUND (5)	COST CENTER (9)	ACCOUNT (7)	PROJECT (7)	AREA (2)	TBD (7)
15384	340554028	5334420	0000000	00	0000000

If not Project-related = 00000000

### PROJECT-RELATED \*\*\*

TASK	AWARD	PROJECT EXPENDITURE ORGANIZATION
Irene V. Parker a/k/a Irene V. Parker Simmons	OOR24-SHIP-011	

\*\*\* DNKP

**DO NOT CHARGE INTANGIBLES**

ATTACH RECEIPT

DEPT / DIVISION: Housing & Neighborhood Development

Paul DiRocco 9/9/25  
EMPLOYEE SIGNATURE DATE

TELEPHONE: 534-5616 EXTENSION: NA



INSTR # 2019005032  
 BK 10719 Pg 224 PG(s)1  
 RECORDED 01/09/2019 08:32:26 AM  
 STACY M. BUTTERFIELD, CLERK OF COURT  
 POLK COUNTY  
 RECORDING FEES \$10.00  
 RECORDED BY terrdavi

52 S. Phillips Street  
 Lake Wales, Florida 33853

Parcel I.D. No.: 273002-905500-002211

## WARRANTY DEED

This Indenture. Made this 7<sup>th</sup> day of January, 2019, between **IRENE V. PARKER, the surviving daughter of VONCILE L. PARKER, deceased**, whose address is 52 S. Phillips Street, Lake Wales, Florida 33853 of the County of Polk, State of Florida ("Grantor"), and **BRYSON OWENS**, whose address is 52 S. Phillips Street, Lake Wales, Florida 33853, of the County of Polk, State of Florida ("Grantee")

**WITNESSETH:** that said Grantor, for and in consideration of the sum of --Love and Affection and other valuable considerations, has granted, bargained and sold to the Grantee and Grantee's successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

MAGNOLIA PARK SUB PB 5, PG 21, BLK B, Lots 21 & 23 LESS E 5 FT. & S 5 FT. for RD R/W, of the public records of Polk County, Florida

SUBJECT TO restrictions, reservations, and easements of record, if any, and taxes for the year 2018 and subsequent years.

**RESERVING unto the GRANTOR a LIFE ESTATE** in said real property and the right to use, occupy and control said property for and during the natural life of Grantor without any liability for waste, and with full power and authority in said life tenant to sell, convey, mortgage, lease or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remainderman, and with full power and authority to retain any and all proceeds generated thereby, and upon the death of the life tenant, the remainder, if any, to BRYSON OWENS, as Grantee.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, SUBJECT TO THE LIFE ESTATE HEREIN EXPRESSLY RESERVED TO THE GRANTOR.

THIS INSTRUMENT PREPARED FROM UNVERIFIED INFORMATION FURNISHED BY THE PARTIES. NO TITLE ASSURANCE WAS REQUESTED OR GIVEN AND NO RESPONSIBILITY IS ASSUMED FOR TITLE OR DESCRIPTION.

**IN WITNESS WHEREOF**, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1:

Print Name:

Witness #2:

Print Name:

*Irene V. Parker*  
 IRENE V PARKER

**STATE OF FLORIDA  
 COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2019, by **IRENE V. PARKER, [x]** who is personally known to me, or [ ] who has produced \_\_\_\_\_, as identification.

Sign Name:

Notary Public

