

MODIFICATION OF HOME PROGRAM (HOME)
HOUSING REHABILITATION/RECONSTRUCTION
HOMEOWNER ASSISTANCE AGREEMENT

This Modification of the HOME Housing Rehabilitation/Reconstruction Homeowner Assistance Agreement ("Modification") made this ____ day of _____, 2023 between Eddie L. McLeod, Jr. ("Owner") and Polk County, a political subdivision of the State of Florida ("County"), hereby amends that certain Homeowner Assistance Agreement ("Agreement"), dated September 27, 2023, by and between the parties hereto.

WHEREAS, pursuant to the Agreement, the County agreed to provide HOME funds to the Owners in the principal amount of \$183,000.00 as a non-amortizing, zero percent (0%) interest rate Deferred Payment Loan ("DPL") for the purposes of Rehabilitation of an owner-occupied home;

WHEREAS, the County now agrees to increase the amount of HOME funds allocated to the Owner in the amount of \$1,875.00, for a total DPL of \$184,875.00, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged herein and other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Modification by reference.
2. Section 1: Form of Assistance: The body of this Section is deleted in its entirety and the following is inserted in its place:
HOME funds shall be used as a non-amortizing, zero percent (0%) interest rate. The Deferred Payment Loan ("DPL") in the principal amount of \$184,875.00 to assist one of the following: (Choose One)

Rehabilitation/Replacement of an owner-occupied home; or
 Replacement of a manufactured home or owner-occupied home

3. Section 9: Duration of the Agreement: This body of this Section is deleted in its entirety and the following inserted in its place:

The HOME funds in the amount of \$184,875.00 are provided as a direct HOME subsidy in the form of a DPL of a 15-year, zero (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement that is subject to this Agreement. The Agreement will terminate and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the

home remains the principal residence of the HOMEOWNER and the HOMEOWNER complies with all other terms of this Agreement, the Note and the Mortgage.

- 4. Except as specifically amended by this Modification, all provisions of the Agreement be and remain in full force and effect.

ATTEST:

OWNER:

Witness

Eddie L. McLeod, Jr.

Witness

N/A
Homeowner Name

**ATTEST:
CLERK OF COURT**

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

STACY M. BUTTERFIELD

By: _____
Deputy Clerk

By: _____
W. C. Braswell, 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 _____, 2023 by Eddie L. McLeod, Jr. who is personally known to me or has produced _____ as identification.

(Affix Notary Seal)

Notary Public
Print Name _____
My Commission Expires _____