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## **MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP (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 Vera Jane Hurlbut, an unremarried widow, whose mailing address is 1861 4th Street SE, Winter Haven, FL 33880 ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13535 Pages 503 through 510 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Lot 5 of LAKE LULU TERRACE, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 43, Page 31

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 \$11,335.00 for a total amount of \$97,459.50.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage and Note ("Note") and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of \$11,335.00.

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.

[Signature on following page]

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

Attest:

Owner(s):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vera Jane Hurlbut

\_\_\_\_\_  
Printed Name of Witness  
Housing & Neighborhood Development-  
1290 Golfview Avenue, Suite 167  
P. O. Box 9005 Drawer HS04  
Bartow, FL 33831-9005

Attest:  
Stacy M. Butterfield, Clerk of Court

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

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
T. R. Wilson, 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 \_\_\_\_\_, \_\_\_\_ by Vera Jane Hurlbut, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

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