

This instrument was prepared by and please return to:
Alachua County Community Support Services
Housing Division
218 SE 24 St
Gainesville, FL 32641

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3580886 11 PG(S)
September 17, 2024 11:01:36 AM
Book 5178 Page 3207
J.K. JESS IRBY, ESQ., Clerk of Court
ALACHUA COUNTY, Florida
Intang. Tax: \$24.18



MORTGAGE

THIS SECOND MORTGAGE is made this 29th day of February 2024, between Barnard Loyce J Life Estate, hereinafter called Mortgagor, and, if more than one party, jointly and severally called Mortgagors, residing in the State of Florida and Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners whose address is **12 SE 1st St. Gainesville, FL 32601**, hereinafter called Mortgagee.

WITNESSETH, that to secure indebtedness in the principal amount of \$12,092.15 dollars which shall be payable in accordance with a certain Note bearing even date herewith, said Note(s) provides for a deferral of monthly payments if the borrower complies with the terms of the Note(s) and the security instrument. Further, the Note(s) provides the full debt, if not paid earlier or forgiven, shall be due and payable on 02/29/2031, the "maturity date" of the Note(s). The Mortgagor delivered this date to the Mortgagee for valuable consideration, the Mortgagor hereby grants, conveys, and mortgages to the Mortgagee:

All that certain lot, piece, or parcel of land, including improvements situated in the County of Alachua, State of Florida, bounded and described as follows:

See Attachment "A"

Parcel # 06860-03-032

Property Address: 5209 SW 86th Terrace, Gainesville, FL 32608

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of this property covered by this Mortgage and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

MORTGAGE COVENANTS, represents and warrants to the Mortgagee and its successors and assigns that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of the first mortgage holder, and for other encumbrances of record. Mortgagor covenants, represents and warrants to the Mortgagee and its successors and assigns that Mortgagor will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

MORTGAGOR FURTHER COVENANTS and agrees with the Mortgagee as follows:

1. Payment. Mortgagor shall promptly pay when due the principal of and interest on the debt evidenced by the Note(s) and any late charges due under the Note(s).

A copy of the note is attached hereto and by reference made a part hereof.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Mortgagor shall perform all of the Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, include the Mortgagor's covenants to make payments when due. The Mortgagor shall pay or cause to be paid all taxes assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

The Mortgagee consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provision of the First Note and the First Mortgage, including any provision requiring the repayment of money.

3. Hazard Insurance. The Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage," and such other hazards as the Mortgagee may require and in such amounts and for such periods as the Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by the Mortgagee; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof subject to the terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to the Mortgagee within **thirty (30) days** from the date notice is mailed by the Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply the insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. The Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Mortgagor shall perform all of the Mortgagor's obligations under the declaration of covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of Mortgagee's Security. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Property, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect the Mortgagee's interest in the Property. If the Mortgagee required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's and the Mortgagee's written agreement or applicable law.

Any amounts disbursed by the Mortgagee pursuant to this Mortgage and any related agreement between the parties, with an additional administrative fee of ten percent (10%) of the total disbursement, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Mortgagee to incur any expense or take any action hereunder.

6. Inspection. The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property to ensure continued compliance with any agreements entered into between the parties related to the Property; provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to the Mortgagee's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of the Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and the Mortgagor's successors in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and the Mortgagor's successors in interest. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound: Joint and Several Liability; Co-Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and the Mortgagor, subject to the provisions of Paragraph 14 hereof. If more than one Mortgagor executes this Mortgage, all covenants, representations, warranties and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to the Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other

accommodations with regard to the terms of this Mortgage or this Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Mortgagor at the Property address or at such other address to the Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) notice to the Mortgagee shall be given by certified or registered mail, postage prepaid, to the Mortgagee's address stated on page 1 hereof, or to such other address as the Mortgagee may designate by notice to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor or the Mortgagee when given in the manner designated herein.

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

If any provision of the Promissory Note or the Third Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

12. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any loan agreement which Mortgagor enters into with the Mortgagee. The Mortgagee, at the Mortgagee's option, may require Mortgagor to execute and deliver to the Mortgagee, in a form acceptable to the Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein. In cases where the qualifying property owner(s) die(s) during the loan term, the loan may be assumed by an heir who will maintain the home as an eligible rental for the length of the program. If the heir does not continue to meet the criteria of this Mortgage and any agreement entered into between the parties related to this Property, the outstanding balance of the loan will be due and payable.

Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on the Mortgagor.

15. Acceleration; Remedies. Except as provided in Paragraph 18 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made material misrepresentations or material omissions in his/her/their application for a Alachua County Energy Efficiency & Weatherization for Affordable Housing Program Loan, the Mortgagee, at the Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the Mortgagee shall give notice to the Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to the Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. The Mortgagee shall be entitled to collect in such proceeding shall expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of the documentary evidence, abstracts and title reports.

16. Mortgagor's Right to Reinstate. Notwithstanding the Mortgagee's acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by the Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Mortgagor pays the Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) the Mortgagor cures all breaches of any other covenants or agreements of the Mortgagor contained in this Mortgage; (c) the Mortgagor pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of the Mortgagor contained in this Mortgage, and in enforcing the Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Mortgagor hereby assigns to the Mortgagee the rents of the Property, provided that the Mortgagor shall, prior to the acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage the receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

19. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

20. Special Covenants and Representations: Alachua County Energy Efficiency & Weatherization for Affordable Housing Program. The Mortgagor covenants, represents and warrants to the Mortgagee that: (a) The Mortgagor intends to lease the Property as a long-term (more than thirty (30) days) residential rental; (b) the Mortgagor, at time of application, charges utility costs to the tenant; (c) the house will be maintained to the same structural standards required for initial participation in the program, including meeting State of Florida building codes and any applicable Alachua County energy efficiency requirements; (d) rent charged for the unit will not increase beyond the rate of inflation (defined as the average inflation rate of the prior 12 months calculated by the Consumer Price Index); and (e) the Mortgagor's unit and tenants are eligible to participate in the Mortgagee's Alachua County Energy Efficiency & Weatherization for Affordable Housing Program at the time of this document's signing.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage or assignment of the First mortgage to the Secretary of Housing and Urban Development, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Mortgagor or a related entity or person to the Mortgagor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Third Mortgage shall automatically terminate upon the First Lender's acquisition of title.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage.

NOTICE TO MORTGAGOR

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.

ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Makeya Johnson
Witness #1

And Bay
Mortgagor

George James
Witness #2

Mortgagor

The Mortgagor(s) covenants that the information Mortgagor(s) provided on the Landlord "Application to Participate in the Alachua County Weatherization Program" Form is true and accurate. If the County determines that Mortgagor(s) fraudulently provided false information, the face amount of the Note secured by this Mortgage shall immediately become due and payable.

STATE OF FLORIDA
COUNTY OF ALACHUA

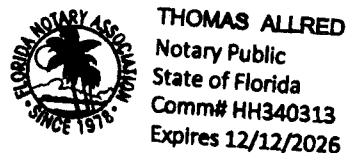
I HEREBY CERTIFY, that on the 29th day of February 2019, A.D., before me, the undersigned authority, personally appeared Amelia Barnard known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution hereof to be his/her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

[Signature]
NOTARY PUBLIC

My Commission Expires:

(seal)
7



Attachment "A"

LOT 1, Block 1, together with an undivided 1/6th interest in Tract A of Block 1, of Haile Plantation, UNIT No. 3, a Planned Unit Development as per plat thereof, recorded in Plat Book "K", Page 96 of the Public Records of Alachua County, Florida, Tax Parcel No. 06860-030-001

LOT 32, Block 6, together with an undivided 1/6th interest in Tract A of Block 6, of Haile Plantation, UNIT No. 3, a Planned Unit Development as per plat thereof, recorded in Plat Book "K", Page 96 of the Public Records of Alachua County, Florida, Tax Parcel No. 06860-030-032

LOT 33, Block 6, together with an undivided 1 /6th interest in Tract A of Block 6, of Haile Plantation, UNIT No. 3, a Planned Unit Development as per plat thereof, recorded in Plat Book "K", Page 96 of the Public Records of Alachua County, Florida, Tax Parcel No. 06860-030-033

LOT 34, Block 6, together with an undivided 1/6th interest in Tract A of Block 6, of Haile Plantation, UNIT No. 3, a Planned Unit Development as per plat thereof, recorded in Plat Book "K", Page 96 of the Public Records of Alachua County, Florida, Tax Parcel No. 06860-030-034

PROMISSORY NOTE

Alachua County Case #ACCEP04-03

Date of Signing: 02/29/2024**Property Address: 5209 SW 86th Terrace, Gainesville, FL 32608**

FOR VALUE RECEIVED, the undersigned Barnard Loyce J Life Estate (called the "BORROWER") jointly and severally promise(s) to pay to the order to Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners (called "the COUNTY"), the sum of: \$12,092.15, which is equivalent to the amount awarded to the BORROWER through their participation in the Alachua County Energy Efficiency & Weatherization for Affordable Housing program, and an additional 10% administrative fee.

1. INTEREST

Interest on this Note shall be **zero percent (0%)** per annum, except that if BORROWER fails to pay this Note as required, the interest rate shall be ten percent (10%) of the original loan amount.

2. DEFERRAL

For weatherization-related home repairs, funding shall be provided in the form of a zero-interest, deferred payment loan, for a term of 7 years. If the BORROWER continues to meet the requirements outlined in this Note and the Mortgage described in Section 5 of this Note for the duration of this time, then said Note will be forgiven in its entirety.

HOWEVER, if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, or the BORROWER ceases to rent the property as a leasable unit during term of this agreement, then the full amount of this Note becomes due and payable to Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners, 218 SE 24 St. Gainesville, FL 32641.

Refinance may be approved if a request is submitted in writing and meets the requirements of the Alachua County Housing Program Subordination Policy. Otherwise, upon refinance of the property, then the full amount of this Note becomes due and payable to Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners, 12 SE 1st St. Gainesville, FL 32601.

3. BORROWER'S PAYMENT BEFORE IT IS DUE

BORROWER has the right to make payment, **in full**, on this Note at any time before it is due. Such payment is known as a "full prepayment." No partial prepayments can be made at any time on the principal of the loan. When BORROWER makes a full prepayment, BORROWER will tell the County in a letter that BORROWER is doing so.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If BORROWER does not pay the balance due and payable as required in Section 2 above, BORROWER will be in default. If BORROWER is in default, the County may bring about any actions not prohibited by applicable law and require BORROWER to pay County's cost and expenses as described in (B) below.

(B) Payment of Note Holder's Costs and Expenses

If the County takes such actions as described above, the County will have the right to be reimbursed for all of its costs and expenses, including but not limited to reasonable attorney's fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the County under this Note, a Second Mortgage, dated 02/29/2024, protects the County from possible losses which might result if BORROWER does not keep the promises which are made in this Note. The Second Mortgage describes how and under what conditions BORROWER may be required to make immediate payment in full of all amounts that BORROWER owed under this Note.

6. BORROWER'S WAIVERS

BORROWER waives his rights to require County to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises BORROWER has made in this Note, by signing this Note or by executing a separate agreement to make payments to the County if BORROWER fails to keep the promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights.

The Note Holder consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage including any provision requiring the repayment of money.

If any provision of this Promissory Note or the Buyer's Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provision of the First Note and the First Mortgage shall govern.

7. GIVING OF NOTICES

Any notice that must be given to BORROWER under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to BORROWER at the following address:


10918 NW 34th Place, Gainesville, FL 32606. A notice will be delivered or mailed to BORROWER at a different address, if BORROWER gives the County written notice of a different address.

Any notice that must be given to the County under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the County at the address stated in Section 2 above. A notice will be mailed to the County at a different address if BORROWER is given notice of that different address.

8. The BORROWER(S) covenants that the information BORROWER(S) provided on the Alachua County Energy Efficiency & Weatherization for Affordable Housing Program Landlord Application form is true and accurate. If the County determines that BORROWER(S) fraudulently provided false information, the face amount of this Note shall immediately become due and payable.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each is personally and severally liable to pay the full amount owed and to keep all of the promises made in this Note. An guarantor, surety, or endorser of this Note (as described in Section 6 above) is also obligated to do these things. The County may enforce its rights under this Note against each BORROWER individually or against all BORROWERS together and may enforce its rights against any of them in any order. This means that any BORROWER may be required to pay all of the amounts owed under this Note.

	<u>2/29/24</u>	_____	_____
Borrower	Date Signed	Borrower	Date Signed

_____	_____	_____	_____
Borrower	Date Signed	Borrower	Date Signed