



# Marion County

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Details

File #:	2024-17662		
Type:	Consent	Status:	Agenda Ready
File created:	12/20/2024	Meeting Body	Board of County Commissioners
On agenda:	1/21/2025	Final action:	
Title:	Request Approval of Agreement Between Marion County and Homeowner for State Housing Initiatives Partnership Housing Rehabilitation and Selection of Payment Option (Budget Impact - Neutral; not to exceed \$150,000)		
Attachments:	1. <a href="#">LRM - Ms. Jacobs</a> , 2. <a href="#">FINAL LEGAL APPROVED Contract and All Exhibits 12.20.24</a>		

Text

**SUBJECT:**

**Request Approval of Agreement Between Marion County and Homeowner for State Housing Initiatives Partnership Housing Rehabilitation and Selection of Payment Option (Budget Impact - Neutral; not to exceed \$150,000)**

**INITIATOR:**

**Cheryl Martin, Director**

**DEPARTMENT:**

**Community Services**

**DESCRIPTION/BACKGROUND:**

On April 16, 2019, the Board of County Commissioners approved a housing replacement program through Community Services for homeowners whose homes have been declared unsafe or beyond repair by a licensed professional, such as a fire marshal, engineer, or building official. Funding for these projects may come from the State Housing Initiatives Partnership (SHIP), Community Development Block Grant (CDBG), or HOME Initiative Partnership (HOME). Community Services is required to seek direction from the Board for any project that qualifies for this program, as each situation is unique and the specific requirements may vary based on individual needs.

Ms. Jacobs, whose home is located at 7269 SE 36th Avenue, Ocala, FL 34480, has been referred to Community Services, and is eligible for assistance under the Marion County SHIP program. Her site-built home has been deemed uninhabitable, leaving her homeless. She is currently living in a recreational vehicle (RV) on her property. Ms. Jacobs will be responsible for securing a replacement manufactured home, with help from Community Services as outlined in the attached agreement. A SHIP Mortgage and Note will be filed with the Marion County Clerk of Court for the amount of assistance, not to exceed \$150,000. Any amount above \$150,000 will be the responsibility of the homeowner. There will be no prepayment penalty applied if loan amount paid in full prior to terms. The Board is being asked to consider the following payment options for the loan:

- A. Monthly payment on 50% of the loan amount over 30 years, plus additional payment for taxes and insurance to be deposited into an escrow account.**

Example: Half of \$150,000 in assistance to be repaid over 30 years:

$\$150,000 / 2 = \$75,000 / 30 \text{ years} = \$2,500 / 12 \text{ months} = \$208.34 \text{ monthly (plus } 1/12^{\text{th}} \text{ real estate taxes and homeowner's insurance to be added to each monthly payment, recalculated annually).}$

**B. Monthly payment on 50% of the loan amount over 30 years, based on 30% of annual gross income, to include payment for taxes and insurance to be deposited into an escrow account.**

Example: Half of \$150,000 in assistance to be repaid over 30 years using 30% of an annual income of \$18,000 = \$5,400 paid annually:

\$5,400 / 12 = \$450.00 monthly (deducting 1/12<sup>th</sup> real estate taxes and homeowner's insurance from each monthly payment, recalculated annually).

**C. No mortgage payment of the loan amount over 30 years, but monthly payment for taxes and insurance to be deposited into an escrow account.**

Example: 0% payment towards \$150,000 over 30 years

(Homeowner will be required to pay monthly 1/12<sup>th</sup> of real estate taxes and homeowner's insurance, recalculated annually.)

Considering Ms. Jacobs' income, Community Services recommends Option B. Since the County will maintain the mortgage, Community Services will collect payments for homeowner's insurance and taxes to prevent tax delinquency.

This agenda item also requests authorization for the Chairman to make amendments to this agreement, as long as the funding amount does not increase and the payment options are consistent with the Board's direction.

**BUDGET/IMPACT:**

Neutral; not to exceed \$150,000

**RECOMMENDED ACTION:**

Motion to approve Option B; approve and authorize Chairman and Clerk to execute all necessary documentation for the Agreement between Marion County and Ms. Jacobs for SHIP funding not to exceed \$150,000; and authorize the Chairman to enter into amendments to the Agreement so long as the amount of funding and the payment options remain unchanged.



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Urie Helen (Dept) Community Services - 5340

Last First

(Title) Housing Grant Manager (Phone) 352-671-8781

Signature *Helen Urie* Date December 5, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. \_\_\_\_\_

Approve as to Form  Other

### Description of Request

Our Local Housing Assistance Plan (LHAP) strategy will assist with Demolition Replacement for income eligible homeowners. Home is inhabitable and there is a first mortgage on the property. Contract to reflect Scope of Work, Loan Terms and Payment Requirements. Three proposals for the Commissios to review:

1. Monthly payment on 50% on loan amount over a 30-year period plus taxes and insurance Example: \$75,000 / 30 years = \$2,500/12= \$208.34 (plus 1/12 taxes and 1/12 insurance)
2. Monthly payment on 50% of loan over 30-year period based on 30% annual gross income-(recalculated annually)
3. No mortgage payment on loan over a 30-year period maintaining 30-year deferred mortgage. (Monthly payment will be 1/12 taxes and 1/12 insurance- recalculated annually)

For more information or discussion, contact:  Same as above

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_

Last First

Agenda Item?  Yes  No Agenda Date: January 21, 2025

Agenda Deadline Date for Legal: January 8, 2025 Agenda Deadline Date for Admin: \_\_\_\_\_

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

### DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-1072

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz, Asst. County Attorney  Valdoston Shealey, Asst. County Attorney

### Outcome:

Approved as to form and legal sufficiency

Approved with revisions:  Suggested  Completed

Other:

Date Received:

*Thomas Schwartz*

**RECEIVED**  
By Victoria Ryder at 4:37 pm, Dec 05, 2024

Attorney Signature: \_\_\_\_\_ Date: 12/17/24

Staff Signature: *Lori Ryker* Date: 12/17/24 Returned:  Department  Admin

Completed

**AGREEMENT BETWEEN MARION COUNTY  
AND HOMEOWNER FOR  
STATE HOUSING INITIATIVES  
PARTNERSHIP HOUSING REHABILITATION**

**THIS AGREEMENT** ("Agreement"), made and entered into by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called "County"), and **Aubrey D Jacobs A/K/A Aubrey D Jacobs** (hereinafter called "Homeowner"), whose owner-occupied home, located at **7269 SE 36<sup>th</sup> Ave, Ocala, FL 34480**, is to be removed and replaced.

**WITNESSETH:**

**WHEREAS**, COUNTY's long term Community Services goal is to develop viable communities by providing decent housing and a suitable living environment and expanding economic opportunities; and

**WHEREAS**, the William E. Sadowski Affordable Housing Act adopted by the State of Florida in 1992 provided a dedicated revenue source for affordable housing in Florida and created the State Housing Initiatives Partnership (SHIP) Program; and

**WHEREAS**, COUNTY is the recipient of State Housing Initiatives Partnership (SHIP) grant funds from Florida Housing Finance Corporation ("FHFC"); and

**WHEREAS**, HOMEOWNER has been approved for use of SHIP funds for an eligible project under the SHIP regulations governed by Sections, 420.907-420.9079, Florida Statutes, the Marion County SHIP Local Housing Assistance Plan; and Chapter 67-37, Florida Administrative Code; and

**WHEREAS**, Homeowner's owner-occupied home removal and replacement (the "Project") was approved in the local housing assistance plan (LHAP) as an eligible strategy to assist low to moderate income households; and

**WHEREAS**, it is necessary for County and Homeowner to enter into an Agreement for the implementation of this Project; and

**WHEREAS**, County's Community Services Department ("Department") administers the SHIP program on behalf of County, now therefore,

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

**I. CONTRACT DOCUMENTS**

The contract between the parties, of which this Agreement is part, consists of the Contract Documents. The Contract Documents are defined as: this Agreement, the approved

Scope of Work, the contract documents between Homeowner and the Licensed Contractor, the "Notice to Proceed," and any amendments to the above.

## II. **PROPERTY**

All work (hereafter "Work"; more fully described in *Exhibit B* hereto) shall take place on and be for the benefit of Homeowner's residence ("the Project"). Homeowner is the record owner of the residence and its real property more fully described on *Exhibit C* hereto (hereafter the "Property").

## III. **STATE HOUSING INITIATIVES PARTNERSHIP**

This is a State Housing Initiatives Partnership Grant for one time assistance, as this Project is an eligible activity for which SHIP funds may be used pursuant to Marion County's Local Housing Assistance Plan. Reconstruction or demolition and replacement will only be considered for homeowners who will participate in voluntary relocation and relocation costs will be the responsibility of the homeowner.

## IV. **AGREEMENT SUM & PAYMENTS**

- A Homeowner shall retain the successful bidding licensed contractor ("the Licensed Contractor") pursuant to the criteria set forth herein no later than 120 calendar days from the date of execution of this Agreement. Homeowner will ensure that all terms of this Agreement are incorporated into Homeowner's contract with Licensed Contractor. The Licensed Contractor shall be a person licensed by the State of Florida for the installation and removal of manufactured homes.
- B. County shall, should all conditions of this Agreement be met, make payments on behalf of Homeowner to Licensed Contractor or to the company designated by the Licensed Contractor for the performance of the Work, for a contract amount not to exceed **One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00)** in accordance with the Project Reimbursement Draw Schedule in *Exhibit B*.
- C. Payment shall be made by County to Licensed Contractor or to the company designated by the Licensed Contractor when all the Work is 100% complete and has been inspected and approved by both the Marion County Building Department and the Marion County Community Services (the "Department") and all the proper paperwork has been submitted by the Homeowner to the Department for payment. There shall be no partial payments made to Licensed Contractor under this Agreement except as expressly provided herein. Licensed Contractor shall receive payment within ten (10) calendar days after Homeowner has submitted a complete and proper request to the Department.
- D. Payment shall not be due until the Licensed Contractor has delivered to Homeowner and subsequently to County, all approved final inspections from the permitting agency, and a complete release of all liens for Work completed arising out of or related to Licensed Contractor's performance, including laborers,

materialmen, and subcontracts as defined in Section 713.01, Florida Statutes.

- E. Request Invoices. Homeowner shall be responsible to request invoices and approve completed Work by signing invoices and submitting invoices and all completion documents to Marion County Community Services for payment.
- F. Pay and Post Permits. Homeowner is responsible to pay for and post on-site all permits necessary to complete the Project.
- G. The amount of the above payment to the Licensed Contractor made by County on behalf of the Homebuyer shall constitute a lien on the property and Homeowner shall execute a mortgage and promissory note in substantially the form of the Mortgage and Promissory Note attached hereto as *Exhibit E*.

#### V. SCOPE OF WORK AND COMPLETION TIME

- A. Substantial Completion shall be achieved within three hundred sixty-five (365) calendar days from the date County issues Licensed Contractor the Notice to Proceed. An additional seven (7) calendar days shall be allowed for final completion including punch list items. Substantial Completion is the state in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the dwelling can be occupied and utilized for its intended use. The exact dates to which Homeowner and Licensed Contractor must adhere are set forth in the Scope of Work, *Exhibit B* hereto. The number of calendar days from the date of the written contract between Homeowner and Licensed Contractor through the date set forth for Substantial Completion shall constitute the "Term." All Work shall be completed in a workmanlike manner according to standard practices.

#### VI. TIME OF COMMENCEMENT

- A. All Work will proceed in a timely manner without delays. No Work shall commence by Licensed Contractor until Homeowner has received a written order to proceed from Marion County Community Services. The Notice to Proceed will be issued within ten (10) days from the date of execution of the agreement between Homeowner and Licensed Contractor. Work shall begin no later than seven (7) calendar days after issuance of the Notice to Proceed. If Work is not completed within the agreed time period, from issuance of the Notice to Proceed to substantial completion, Homeowner will be responsible for the reasonable expenses Homeowner may incur such as, but not limited to: temporary relocation, storage expenses, etc., unless approval for an extension has been agreed upon in writing by Homeowner and County. This provision shall not be enforced if strikes, accidents, or Acts of God delay commencement.

#### VII. COUNTY RESPONSIBILITIES

- A. County will administer this Agreement as is necessary for the satisfactory performance of this Agreement.

- B. County will pay Licensed Contractor on behalf of Homeowner for satisfactory performance of the Work.
- C. County's representatives shall issue all communications to Homeowner alone. County has the authority to request changes in the Work in accordance with the terms of this Agreement. County has the authority to stop Work or to suspend any Work for any reason, including but not limited to Licensed Contractor default.
- D. The parties acknowledge that County is a governmental entity and does not waive any sovereign immunity protections in Section 768.28, Florida Statutes, as it may be amended from time to time.

**VIII. HOMEOWNER RESPONSIBILITIES**

- A. Homeowner will obtain 3 quotes, based on the criteria listed in Scope of Work, from potential Licensed Contractor to complete this Project and supply the same to County within 42 calendar days from the date of execution of this Agreement.
- B. Homeowner is responsible to ensure a written agreement is binding on and abided by Licensed Contractor.
  - 1. Homeowner agrees that as a part of the consideration for entering into this Agreement the terms of this Agreement need to govern and apply equally to Licensed Contractor.
  - 2. Homeowner shall contract with its Licensed Contractor to include the terms of this Agreement so same are binding upon, known and abided to by its Licensed Contractor.
  - 3. Homeowner, as well as Licensed Contractor, shall be liable to County should either Homeowner and/or Licensed Contractor fail to comply with the terms of this Agreement.
  - 4. Homeowner shall furnish a copy to County of the signed contract that Homeowner signs with Licensed Contractor for the purposes of the Work contemplated by this Agreement.
- C. Homeowner shall oversee all the Work and provide County with all receipts and invoices, and approve all completed Work.
- D. Bound by Contract Documents  
Homeowner and Licensed Contractor shall be bound by all terms and conditions of the Contract Documents and acknowledges receipt of a copy of all the Contract Documents.

F. Personnel

Homeowner and Licensed Contractor shall utilize only competent employees to perform the Work. At the request of County, Homeowner or Licensed Contractor shall replace any incompetent, unfaithful, abusive and/or disorderly person in Homeowner's employ. County and Homeowner shall each be promptly notified by the other of any complaints received. Homeowner shall coordinate services with County's Community Service's Manager for purposes of this.

G. Cooperation

Homeowner shall cooperate with County and Licensed Contractor during the performance of Work.

H. Access

Homeowner will grant access to the subject Property. This is a voluntary replacement and Homeowner shall be solely responsible for all relocation and other expenses during the period of the Work. County will not be responsible for relocating Homeowner.

I. Clear Access for Safety of Licensed Contractor

Homeowner must allow Licensed Contractor to perform all Work necessary to complete the Scope of Work. Homeowner must provide clear travel paths to all locations so that all workers can perform their assigned tasks safely. Homeowner shall remove all personal property from each Work area mentioned in the Scope of Work so Licensed Contractor may have direct access and may perform the Work in a safe manner.

J. Personal Property

Homeowner agrees to remove personal property within the construction area so as to not interfere with progress of Work. Licensed Contractor shall have easy access in and around the rehabilitation areas for the operation of equipment needed for the performance of Work. Homeowner will permit necessary movement and replacement of rugs, furniture, and/or storage boxes by Licensed Contractor.

K. Pets/Children/Visitors

Homeowner shall keep all children, visitors, and pets secured from the construction area as not to interfere with the repair process or be placed in harm's way so the Licensed Contractor may be allowed to fulfill the requirements of the contract. Pets are the responsibility of Homeowner at all times.

L. Utilities

Homeowner shall furnish the use of electricity and water to Licensed Contractor, at no additional cost to Licensed Contractor or County, during the rehabilitation process.

M. Permission

Homeowner grants County permission to photograph the rehabilitation process, including the building or house, for documentation, education and publicity purposes without additional compensation.

N. Color Coordination

Homeowner shall approve all the finish materials, products and colors to be used according to bid specifications. All colors chosen by Homeowner or Licensed



Contractor shall be of a neutral color as provided on the "Sample Board" approved by County prior to installation.

O. Liability Insurance

Homeowner shall keep all improvements on the Property insured for their full insurable value against loss by fire, flood if so required, and other losses normally covered by an extended coverage endorsement. All policies of insurance which insure against any loss or damage to the Property shall provide for loss payable to County, without contribution by County, pursuant to clauses satisfactory to County.

P. Care of Property

Homeowner shall be responsible for the proper use and care of the Property including equipment and appliances after they have been installed by the Licensed Contractor.

Q. Assumption of Risk and Release

1. **HOMEOWNER VOLUNTARILY ASSUMES ALL RISK**, known and unknown, of infection, illness, injury, disability, including death, or damage, however caused, to the fullest extent of the law.

2. **HOMEOWNER HEREBY RELEASES**, absolves, and forever discharges, County, its officials, governmental authorities, employees, agents, and volunteers, and all Marion County governmental providers of use permits (the "Released Parties") for every claim, demand, and cause of action of whatever nature or kind, including COVID-19 contamination, illness, disease, disability, personal injury, death, or damage to property, arising from or associated with this Agreement, the Contract between Homeowner and Licensed Contractor, and/or the performance of the Project.

R. Indemnification

Homeowner agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the County, its employees, officers, volunteers, and agents, against any and all fines, suits, claims, demands, penalties, liabilities, costs or expense, losses, settlements, judgments and awards, and actions of whatever kind of nature, including reasonable attorney's fees, costs and reasonable attorney's fees and costs on appeal, arising out of this Agreement, the Contract between Licensed Contractor and Homeowner, and/or the performance of the Project, and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation, or breach of this Agreement by Homeowner and/or Licensed Contractor.

S. Right of Rescission

County has issued a Notice of Right of Rescission as *Exhibit D* hereto to be signed by Homeowner with this Agreement acknowledging the receipt of same. The Right of Rescission gives Homeowner three (3) business days from the date of execution of this Agreement to cancel.

T. Books and Records

Homeowner shall keep records of all transactions. Homeowner shall provide such records to County at County's request. Homeowner shall retain all records for this Project for a minimum of twenty (20) years following completion of this Project.

U. Public Records Obligations

1. If, under this Agreement, Homeowner is providing services and is acting on behalf of County as provided under section 119.001(2), Florida Statutes, Homeowner shall:

- a. Keep and maintain public records required by County to perform the Project;
- b. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Homeowner does not transfer the records to County; and,
- d. Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Homeowner or keep and maintain public records required by County to perform this Project. If Homeowner transfers all public records to County upon completion of this Agreement, Homeowner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Homeowner keeps and maintains public records upon completion of this Agreement, Homeowner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

2. If Homeowner fails to provide the public records to County within a reasonable time or otherwise fails to comply with this section, Homeowner may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by County.

3. **IF HOMEOWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOMEOWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PERFORMING THE PROJECT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**

**601 SE 25th Ave., Ocala, FL 34471**

**Phone: 352-438-2300 Fax: 352-438-2309**

**Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

**IX. CHANGES IN THE WORK**

- A. Except in an emergency, endangering life or property, no changes in the Work shall be made by Homeowner or Licensed Contractor unless each has received a prior written change order signed by authorized representatives of County. The Repair/Replacement Items and Term may be changed only by written change order. No changes in the Budget will be made and Homeowner will be responsible for all cost overruns. No extra costs will be paid to Licensed Contractor when Licensed Contractor has neglected to properly evaluate the extent of the Work.

**X. EMERGENCIES**

- A. Homeowner shall file with County Community Service's Manager the names, addresses and telephone numbers of its representatives who can be contacted at any time in case of emergency.

**XI. TERMINATION OF THIS AGREEMENT**

- A. Homeowner cannot terminate this Agreement without the agreement of County. Any and all decisions made by County concerning termination of this Agreement shall be binding to all parties connected with this Agreement. County may unilaterally terminate this Agreement but will exercise this right in a reasonable fashion.

**XII. DEFAULT**

- A. Time is of the essence. This Agreement is critical to County and County reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Homeowner to carry out any obligation, term, or condition of the Agreement. County will issue a written notice of default effective immediately and not deferred by any interval of time. Homeowner specifically acknowledges that default shall be considered to be any act or failure to act on the part of Homeowner including, but not limited to, any of the following:
  - 1. Homeowner fails to adequately perform the services set forth in the specifications of this Agreement;
  - 2. Licensed Contractor provides material that does not meet the specifications of this Agreement;
  - 3. Licensed Contractor fails to complete the Work required within the time stipulated in this Agreement; and/or
  - 4. Homeowner fails to make progress in the performance of this Agreement and/or gives County reason to believe that Homeowner will not or cannot perform to the requirements of this Agreement.

**XIII. REMEDIES/OPPORTUNITY TO CURE**

- A. If Homeowner defaults on any provision of this Agreement, County may, at its sole discretion, give written notice to Homeowner detailing Homeowner's violations and giving Homeowner an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of County within the time required by County to cure the default, after the date of notice of violation, County may, without further notice, declare Homeowner to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of Homeowner hereunder. Notwithstanding County's termination of the Agreement, Homeowner shall remain liable to County for damages, costs, or attorney's fees arising prior to such termination.

**XIV. WAIVER**

- A. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

**XV. ASSIGNMENT**

- A. Homeowner may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of County.

**XVI. REFERENCE TO PARTIES**

- A. Each reference herein to the Parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof. However, any such successor, assign, heir, administrator, or legal representative, shall not be entitled to any benefit or assistance pursuant to this Agreement unless such person qualifies under the terms of the applicable assistance program.

**XVII. HAZARDOUS MATERIALS**

- A. It is not expected that hazardous materials will be encountered in the proposed work. If materials are suspected to contain hazardous materials, do not disturb, immediately notify County and await instructions. Homeowner will be solely responsible for removal of hazardous materials.

**XVIII. CONSTRUCTION INDUSTRIES RECOVERY FUND NOTICE**

- A. Payments may be available from the Construction Industries Recovery Fund if money is lost on a project performed under contract where the loss results from specified violations of Florida Law by a licensed contractor. For more information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address: Construction Industry Licensing Board, 1940 N. Monroe Street, Suite 60, Tallahassee, FL 32399-1030, (850) 487-1395.

**XIX. FLORIDA LIEN LAW NOTICE - ATTENTION HOMEOWNER**

- A. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (CHAPTER 713, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR LICENSED CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, LABORERS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR LICENSED CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR LICENSED CONTRACTOR, YOUR LICENSED CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR LICENSED CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU SHOULD CONSULT AN ATTORNEY.**

**XX. AMENDMENTS**

- A. No term or provision of this Agreement can be modified, amended, waived or altered without written agreement of all parties. The Chairman of the Board of County Commissioners is authorized to consent to execute modifications and amendments to this Agreement on behalf of County except to increase the total amount of funding available.
- B. Any effort by Homeowner to modify, amend, waive or alter any of the terms of this Agreement without the written consent of County shall have no force or effect, shall be invalid and shall constitute a default under the terms of this Agreement.

**XX1. SEVERABILITY**

If any portion or provision of this Agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect and any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement.

**XX11. GOVERNING LAW, JURISDICTION, AND VENUE**

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action shall be in the courts of Marion County, Florida. Each party consents to the exclusive jurisdiction of such court and waives any objection to the laying of the venue of any such civil or legal proceeding in such court and/or the right to bring any action or proceeding in any other court.

**XX111. JURY WAIVER**

WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREMOVABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

**XXIV. LEGAL COUNSEL**

Each party recognizes that this is a legally binding contract and acknowledges and agrees it has had the opportunity to consult with legal counsel of its choice. Homeowner agrees and acknowledges that it has read and understands this Agreement, with its exhibits, is entering into it freely and voluntarily, has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

**XXV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between parties and shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of this Agreement shall be binding or valid unless in writing, approved by the parties and executed on behalf of each.

**XXVI. EXHIBITS**

The following Exhibits are incorporated herein by reference and shall be given the same effect as if the content was written herein.

- Exhibit A: Standard Terms*
- Exhibit B: Scope of Work*
- Exhibit C: Property Legal Description*
- Exhibit D: Notice of Right of Rescission*
- Exhibit E: Mortgage and Promissory Note*
- Exhibit F: Offer of Funding Letter*

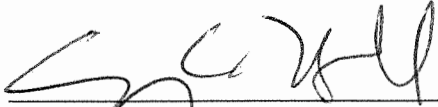
*Attachment 1 Payment Terms*

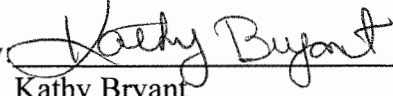
[Remainder of page intentional left blank. Signature page follows]

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

**ATTEST:**

**MARION COUNTY**, a political subdivision of the State of Florida

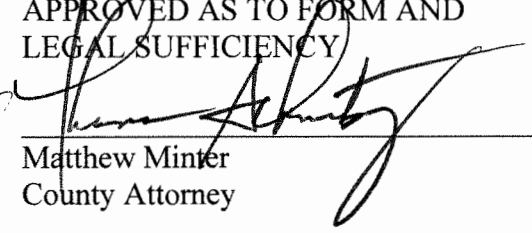
  
\_\_\_\_\_  
Gregory C. Harrell  
Clerk of Court

By:   
\_\_\_\_\_  
Kathy Bryant  
Chairman

Date: January 21, 2025

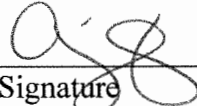
Date: January 21, 2025

FOR USE AND RELIANCE OF  
MARION COUNTY ONLY,  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

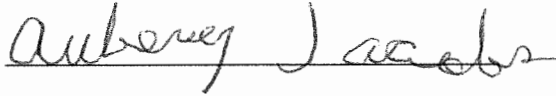
*For:*   
\_\_\_\_\_  
Matthew Minter  
County Attorney

**WITNESS:**

**HOMEOWNER**

  
\_\_\_\_\_  
Signature

1/3/25  
Date

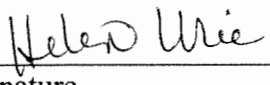
By:   
\_\_\_\_\_

Abigail Gonzalez  
\_\_\_\_\_  
Printed Name

Print Name: Aubrey D Jacobs, A/K/A

Aubrey D Jacobs

**WITNESS:**

  
\_\_\_\_\_  
Signature

1/3/25  
Date

Date: 1/3/25

Helen Urie  
\_\_\_\_\_  
Printed Name



## STANDARD TERMS

### I. **Licensed Contractor Eligibility:**

#### A. Insurance

As applicable, during this Project, insurance policies shall be with a company or companies authorized to do business in the State of Florida. County shall be notified if any policy limit has eroded to one half its annual aggregate. Licensed Contractor shall provide to the Department a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an AM. Best Company rating of at least A+. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. Homeowner shall also be listed as an Additional Insured. County shall be added to all third party coverage required by and provided for this Agreement as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Licensed Contractor. Marion County BOCC should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to that address with policies for the following:

#### B. Business Auto Liability

1. Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident. In the event the Licensed Contractor does not own vehicles, the Licensed Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
2. Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an additional insured in respects to: Liability arising out of activities performed by or on behalf of Licensed Contractor; products and completed operations of Licensed Contractor; or automobiles owned, leased, hired or borrowed by Licensed Contractor. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers. County requires policies to be endorsed with CA 20 48 or similar endorsement providing equal or broader Additional Insured coverage.
3. Licensed Contractor's insurance coverage shall be primary insurance

as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Licensed Contractor's insurance and shall be non-contributory.

C. Workers' Compensation

1. Coverage to apply for all employees at statutory limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
2. Homeowner will ensure that the Licensed Contractor's insurance carrier waives all subrogation rights against County for all losses or damages which occur during this Agreement and for any events occurring until acceptance by County, whether the suit is brought during this time period or not. County requires all policies to be endorsed with WCOO 03 13 Waiver of our Right to Recover from others or equivalent.
3. For any Licensed Contractor who has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Licensed Contractor employees. If the Licensed Contractor or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Licensed Contractor. The Homeowner will ensure the Licensed Contractor provides proof of coverage for its employees.

D. Commercial General Liability

1. Coverage must be afforded under a Commercial General Liability policy with limits not less than \$1,000,000 each occurrence and \$1,000,000 **Project Aggregate** for Bodily Injury, Property Damage and Personal and Advertising Injury \$1,000,000 each occurrence and \$1,000,000 **Project Aggregate** for Products and Completed Operations.
2. Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse or underground property damage hazard.
3. Marion County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization or equivalent.
4. Licensed Contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any

insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Licensed Contractor's insurance and shall be non-contributory.

E. Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If Work being performed involves hazardous materials, Licensed Contractor shall procure and maintain any or all coverage required by County, which will be specifically addressed upon review of exposure.

F. Permits

Homeowner shall promptly secure all necessary licenses, permits, inspections and approvals required and allow all inspections of all Work by authorized County personnel.

G. Compliance with Laws

Licensed Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction over the safety of persons or property, or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Licensed Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Licensed Contractor. Licensed Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and accepted by County.

H. Assumption of Risk and Release

1. **LICENSED CONTRACTOR VOLUNTARILY ASSUMES ALL RISK**, known and unknown, of infection, illness, injury, disability, including death, or damage, however caused, to the fullest extent of the law.

2. **LICENSED CONTRACTOR HEREBY RELEASES**, absolves, and forever discharges, County, its officials, governmental authorities, employees, agents, and volunteers, and all Marion County governmental providers of use permits (the "Released Parties") for every claim, demand, and cause of action of whatever nature or kind, including COVID-19 contamination, illness, disease, disability, personal injury, death, or damage to property, arising from or associated with this Agreement, the Contract between Homeowner and Licensed Contractor, and/or the performance of the Project.

- I. Indemnification, Hold Harmless, and Defend  
**LICENSED CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all fines, suits, claims, demands, penalties, liabilities, costs or expense, losses, settlements, judgments and awards, and actions of whatever kind of nature, including reasonable attorney's fees, costs and reasonable attorney and costs on appeal, arising out of this Agreement, the Contract between Licensed Contractor and Homeowner, and/or the performance of the Project, and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Homeowner and/or Licensed Contractor.
- J. Delays And Damages  
Licensed Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this Project occasioned by any act or omission to act by County except as provided in this Agreement. Licensed Contractor also agrees any such delay, inefficiency, or interference shall be accounted for only as an extension of additional time given to complete the Work in accordance with the provisions in this Agreement.
- K. Warranty  
Licensed Contractor shall guarantee to correct any Work that fails to conform to the Scope of Work and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the Work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. Licensed Contractor shall furnish Homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished in the Project.
- L. Public Records  
1. IF LICENSED CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSED CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PERFORMING THE PROJECT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Public Relations**

**601 SE 25th Ave., Ocala, FL 34471**

**Phone: 352-438-2300**

**Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

2. Licensed Contractor shall comply with public records laws, specifically:
  - a. Keep and maintain public records required by County to perform the Project;
  - b. Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the contract between Homeowner and Licensed Contractor and following completion of the contract if Licensed Contractor does not transfer the records to County; and,
  - d. Upon completion of this Contract between Homeowner and Contractor, transfer, at no cost, to County, all public records in possession of Licensed Contractor or keep and maintain public records required by County to perform this Project. If Licensed Contractor transfers all public records to County upon completion of the contract between Homeowner and Licensed Contractor, Licensed Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensed Contractor keeps and maintains public records upon completion of the contract between Homeowner and Licensed Contractor, Licensed Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.
  
3. If Licensed Contractor fails to provide requested public records to County within a reasonable time, the contract with Homeowner is subject to unilateral termination and Licensed Contractor may be subject to penalties under Section 119.10, Florida Statutes.

M. Independent Contractor

1. In the performance of the Project, Licensed Contractor and Homeowner shall each be acting as an "Independent Contractor" and not as an agent, employee, partner, joint ventures, or associate of County. Homeowner and Licensed Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Homeowner and Licensed Contractor in the full performance of the Project.

2. Subcontracts

Licensed Contractor shall take the appropriate steps to ensure that all subcontractors are bound by the terms of this Agreement insofar as it

applies to their Work. This shall not relieve Licensed Contractor from the responsibility to Homeowner and County for the proper completion of all Work to be executed under this Agreement, and Licensed Contractor shall not be released from the responsibility by any sub-contractual agreement Licensed Contractor makes with others. Licensed Contractor shall furnish to Homeowner and County in writing a list of names of the subcontractors proposed for the principal portions of the Work within seven working (7) days of the Notice to Proceed. Licensed Contractor shall not employ any subcontractor deemed objectionable by County.

N. Emergencies

In an emergency affecting the safety of life or property, Licensed Contractor, without special instruction or authorization from County Community Services Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial Work, any Work performed after regular Working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to County unless such Work has been specifically requested and approved by County Community Services Manager.

O. Other Provisions

1. Civil Rights Act Of 1964

Under Title VI of the Civil Rights of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

2. Equal Employment Opportunity

Homeowner and Licensed Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

3. Department of Housing and Urban Development

Homeowner and Licensed Contractor will comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, and all applicable rules and orders of HUD issued thereafter prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

P. Permits and Licenses

Licensed Contractor shall provide all required sketches and drawings, if

applicable. This cost shall be included with this Scope of Work. Homeowner shall pay for and post on site all permits and Licensed Contractor shall pay for and post on site all licenses necessary to complete the Project. Licensed Contractor and subcontractors must have current licenses required by the state, county and city. Licensed Contractor to also provide current copies of company insurance and vehicle insurance. Upon completion of Project, Licensed Contractor must submit the following documents to Homeowner and County prior to receiving full payment:

- Signed waiver and releases of lien, affidavit final payment from all subcontractors, laborers, or materialmen, as defined in Section 713.01, Florida Statutes, and all approved final inspections from the permitting agency.
- Homeowner to provide all necessary permits.
- Homeowner will copy County on all permits.
- Licensed Contractor to provide General Contractor License.

Q. Trash Removal

Licensed Contractor to provide on-site trash dumpster or trailer and remove all construction debris related to this Scope of Work.

R. Coordination.

Licensed Contractor is responsible for coordinating all Work activities to ensure this Project runs smoothly.

S. Schedule.

Licensed Contractor to notify Homeowner each work day and provide a schedule and time when Licensed Contractor and/or subcontractors will be arriving to perform Work. All subcontractors must adhere to the schedule provided by the Licensed Contractor.

**SCOPE OF WORK**

<b>Owner Name:</b>	Aubrey D Jacobs A/K/A Aubery D Jacobs
<b>Property Address:</b>	7269 SE 36th Avenue, Ocala, FL 34480
<b>Property Mkt/Just Value:</b>	\$27,252
<b>Tax Parcel:</b>	36618-000-00

	<b>Current Home Info</b>	<b>Proposed Home Requirements</b>
<b>Structure Type:</b>	SFR- Pier Foundation	SFR- Manufactured Home
<b>Square Foot:</b>	952 SF	Not to exceed 1,143 SF
<b>Year Built:</b>	1928	Brand New
<b>Budget:</b>	Not to exceed \$150,000.00 <i>(Price to include doc stamps and recording fees)</i>	
<b>Funding Source:</b>	SHIP	

\*Pursuant to the terms of Marion County’s Local Housing Assistance Plan, the new manufactured home must be no more than 20% larger than the home being replaced and must have been manufactured in 2017 or more recently to be eligible for assistance.

**Construction Debris Removal and Dust Control:**

Contractor shall provide onsite construction container for debris removal.

**Disclaimer:**

All work specified is not all-inclusive. All measurements and quantities in this scope of work are approximate. Prior to bid submittal, all Contractors are required to verify exact measurements, sizes and quantities; and to know job conditions, and to immediately notify Homeowner and Community Services Department of any other necessary work to achieve quality finished products that meet or exceed applicable specs and codes prior to bidding. The specified items in this work write up do not preempt any current applicable codes enforced by the permitting agency having jurisdiction. Contractor agrees to be substantially complete project within 365 calendar days of the “Notice to Proceed” date and 7 days to complete punch list items.

**Project Includes All Supplies:**

Contractor shall provide all supplies needed for the completion of the project described herein including, but not limited to, a manufactured home meeting the specifications of the Project.

**Workmanship:**

All work to be performed in a workmanlike manner, in accordance with the Community Services the Owner-Occupied Rehabilitation/Demolition Reconstruction Program specifications, local



codes, industry standards and manufacturer specifications. Landscaping or sod replacement will not be allowed in this scope of work.

**Permits and Licenses:**

The Contractor shall provide all required plan sets, drawings, sketches, schematics, etc., as required by the Marion County Building Department and any other jurisdictional agency if applicable. This cost shall be included with this work item. The Contractor shall pay for and post on site all permits and licenses necessary to complete the project. Contractor and Sub-Contractors must have current licenses required by the state and county. Contractor to also provide current copies of company insurance and vehicle insurance. Upon completion of project, Contractor must submit the following documents prior to receiving full payment: signed lien release from all Sub-Contractors and Suppliers, County approved COO and/or COC, if applicable, and all approved final inspections from the permitting agency. A final inspection and punch list creation will be conducted by the Homeowner and Marion County Community Services Project Coordinator, and any noted items must be completed by the Contractor in a timely manner, and before the 7 day period after substantial completion is reached.

**Substitutions:**

All substitutions and change orders must be approved, in writing, by Marion County Community Services prior to installation, or Contractor risks replacing such materials at their own expense. Contact the Marion County Community Services Project Coordinator immediately for change orders requiring immediate attention. Contractor to photograph all work for client file.

**Trash Removal:**

Contractor is to provide an on-site trash dumpster or trailer and remove all construction debris related to this scope of work.

**Project Description:**

This project involves demolition and removal of the existing site-built home and replacing it with a new manufactured home. This project involves the proper site preparation, delivery coordination, manufactured home set up, infrastructure connections, permitting and inspections, etc. to provide a completely "TURN KEY" set up of the proposed manufactured home on the existing site. This includes any and all work identified or not identified in this scope of work that is required to achieve issuance of Certificates of Occupancy and Certificates of Completion on all items necessary to provide the Homeowner with a code compliant home ready to occupy once all work is complete. Work done prior to December 1, 2024, will be eligible for reimbursement.

**Homeowner Funds:**

Homeowner will provide an accounting of any charitable funds collected on behalf of homeowner, which amounts shall be applied toward the Project prior to County disbursement of funds, and evidence of paid receipts for Project's cost, i.e. demo of home, tree removal, etc., shall be provided to County prior to County's disbursement of any project funds.

**Project Reimbursement Draw Schedule:**

Payoff letter on existing mortgage will be provided by Homeowner prior to County's approval of contract. County will pay off first mortgage, out of award amount, before any disbursements are paid.

A total of five (5) pay disbursements not to exceed the total contract amount.

- A. All pay disbursements will include supporting documentation equaling the amount of the reimbursement request.
- B. All recording fees will be included in the maximum award amount.

**Demolition and Removal of Existing Home:**

- Demolish and remove the existing single-family residence located on the property. Remove and dispose of all demolition debris including pier foundation, and all other construction debris. *This does not include demolition of the detached building in the rear of the home. Should homeowner choose to remove that structure, it will be done at the Homeowner's expense.*
- Homeowner is responsible for removing personal property prior to demolition. Anything left on site is to be part of the demolition.
- Contractor to remove interior slabs, foundations and footings.
- Contractor to backfill demolition area with contractor supplied clean fill dirt.

**Site Preparation and Inspection of Existing Facilities:**

- Contractor responsible for all measurements and quantities for all site preparation and the full evaluation of the existing condition of all facilities to include the electrical service, well and all of its components, the water treatment system, and the septic system to determine what repairs, improvements, or replacements are required to have all infrastructure components of the site fully functional and connected at the time of final acceptance.
- Contractor to remove and haul away any trees and/or debris that is obstructing the existing structure, and cut, trim and remove any standing trees that interfere with the placement of the new structure.
- Contractor shall full clear and grub the area of the previous home's location to ensure there are no remaining concrete piers, blocks, hurricane anchors, straps, hardware, etc. to ensure the setting of the new manufactured home will not encounter any abandoned structural elements from the previous home. Care should be taken to ensure no damage occurs to the electric, septic, or well connections, and that they are properly cut and capped far enough back from the new manufactured home that damage does not occur to them when setting the new home.
- Contractor responsible for evaluation of the proposed transportation route for the manufactured home to ensure that the road and right-of-way are sufficiently constructed and cleared to facilitate the transport of the manufactured home sections to the home site for placement and set up. Any necessary improvements to the road structure, or clear space of the right-of-way shall be the responsibility of the Contractor and costs for this work shall be included in the cost proposal for the project. This may include but not limited to the removal and re-installation of the chain-link fencing and gate bordering the perimeter of the subject property, adding lime rock to the un-improved roadway to support the manufactured home, and trimming of trees along the right-of-way to provide clearance for safe transport.
- Contractor is responsible for locating the existing septic system and abandoned connection point to the previous home and properly expose and temporarily cap it to prevent any infiltration into the existing septic system.

- Contractor to have a licensed septic Contractor perform a pump out of the existing septic tank and to evaluate the existing septic system to verify it is functioning and usable for the proposed home. Provide a report of inspection findings to Homeowner and County to ensure a septic system replacement is not needed. If a replacement of the septic tank, junction, box, and drain field, or any of those individual components then those costs shall be reflected in the cost proposal for the project.
- Contractor to have a licensed Well Contractor evaluate the existing well system to verify it is functioning and usable for the proposed home. Provide a report of inspection findings to Homeowner and County to ensure a well system replacement is not needed. If a replacement of the well or any individual well components are recommended then those costs shall be reflected in the cost proposal for the project.
- Contractor is responsible for all coordination, logistics, inspections, preparations, etc. that are needed to prepare the existing site for the delivery, set up, and completion of the code compliant installation of a new double wide manufactured home on the existing site. Proposal price shall reflect all items needed to accomplish that task.

**Manufactured Home Delivery and Set Up:**

- Contractor shall perform all preparation work and coordination of the transport and set up of the proposed manufactured home on the existing site. All hard costs, management, and administrative costs for these activities should be included in the proposed cost.
- Contractor is responsible for the proper placement of the new manufactured home on code and manufacturer compliant concrete piers with all required hurricane anchors and straps.
- Contractor is responsible for the hiring and coordination of all trades and Sub-Contractors required to execute all work on the project. This includes obtaining all permits, inspections, and acceptance certificates from the building department, health department, etc.
- Contractor is responsible for any and all work needed to connect the existing electric and meter service to the new home. This includes all labor, materials, permits, and inspections and any repairs needed to the existing system to make it function properly. This also includes all coordination with the utility provider to ensure the power supply and meter are energized and set at the end of the project.
- Contractor is responsible for installation of a properly sized HVAC split system or package unit for the new home. This work is to include all permits, inspections, electrical connections, ductwork connections, base slab installation, etc. to have a properly permitted and accepted HVAC system once project is completed.
- Contractor is responsible for any and all work needed to connect the existing well service to the new home. This includes all labor, materials, permits, and inspections and any repairs needed to the existing system to make it function properly.
- Contractor is responsible for any and all work needed to connect the existing septic to the new home. This includes all labor, materials, permits, and inspections and any repairs needed to the existing system to make it function properly.
- Contractor is responsible for the proper setting and anchoring of the new home with code compliant piers, anchors, and straps.

- Contractor is responsible for all connections required of the 2 manufactured units to ensure they are properly connected structurally, and all electrical, plumbing, and HVAC connections are made between the 2 separate units, if applicable.
- Contractor is responsible for purchasing and properly setting any/all pre-fabricated stair units with handrails. The stair units shall have a code compliant landing at the top of the stairs and code compliant rise and run of the stairs and shall end at existing grade. These units can be pre-cast concrete with iron hand rails, or pressure treated lumber stairs and hand rails.
- Contractor is responsible for the installation of an **ADA Ramp** and landing with handrails. Contractor to contact and coordinate a meeting with ramp contractor/installer to assess site for ramp configuration, including a quote and detail drawing layout of ramp, per ADA building code. Home owner will be required to approve ADA ramp drawing and configuration.
- Contractor is responsible for purchasing and properly installing vinyl skirting around the entire perimeter of the manufactured home once it is set in place and all connections have been made.
- Contractor is responsible for any/all incidental items not specifically described in this scope that would be necessary for the complete “Turn Key” set up of the proposed manufactured home and all of its needed infrastructure services.
- Contractor is responsible for final grading of all disturbed areas resulting from the construction activities. Those areas are to be seeded and mulched by the Contractor at the end of the project and before final inspection by the Homeowner and Marion County Community Services Project Coordinator.

**Project Closeout:**

- Contractor is responsible for the scheduling and coordination of all required final inspections and certificates to reach the goal of a fully set up and functioning manufactured home ready to occupy.
- Contractor is to provide the County with all “Certificates of Occupancy” and “Certificates of Completion” at the end of the project and before the final draw payment would be issued.
- Contractor is to provide the County with all notarized “Releases of Lien” from themselves, all Sub-Contractors, and Suppliers who perform work or supplied materials for the project. These will need to be submitted and verified before the final draw payment would be issued.
- Contractor is to provide the Homeowner and County with copies of all warranty registrations for any items supplied for the project such as HVAC Systems, water heaters, roofing materials, etc.
- Contractor will schedule and perform a final inspection with the Homeowner and Marion County Community Services Project Coordinator to develop a punch list of repairs if any items are discovered at the time of inspection. These items would need to be corrected and re-inspected within 7 days before the final draw payment would be issued.
- Contractor is to provide a 1-year warranty on all workmanship associated with the project. This warranty is to start on the date of final acceptance by the Homeowner and Marion County Community Services Project Coordinator.
- Contractor is to schedule and perform a final instructional walk through with the Homeowner to fully instruct them in the functions of the mechanical systems and other pertinent items in the home

so that the Homeowner is familiar with the function and maintenance of the systems within the new home.

**Monthly Payments:**

Mortgage, which is incorporated in the Project contract by reference, provides for monthly payments by homeowner, per Attachment 1, payments terms.

**Final Disclaimer:**

This scope of work is designed to provide an overall description of the intended work and the intended outcome of the project. The Contractor is responsible for performing a thorough site inspection before submitting a proposed cost to ensure all items necessary to achieve the goal of having a “Turn Key” manufactured home set on the existing site are included in the Contractors proposal for the project. This scope may not be all inclusive and it will be the responsibility of the Contractor to include all incidental costs not specifically described in this scope of work in their final proposal to the Homeowner. Such cost that exceed the maximum assistance cap will be at the responsibility of the homeowner.

**PROPERTY DESCRIPTION**

**P.I.D#**                    36618-000-00

THE FOLLOWING PROPERTY SITUATED IN MARION COUNTY, FLORIDA, TO WIT:  
ONE ACRE SQUARE IN THE SW CORNER OF THE WEST 1/2 OF THE SW 1/4 OF THE  
NW 1/4 OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 22 EAST, PUBLIC RECORDS  
OF MARION COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

BEING THE SAME PROPERTY CONVEYED TO BENJAMIN A. JACOBS AND HIS WIFE,  
ALVA WYNN JACOBS (DECEASED) BY DEED FROM REBECCA KIMBROUGH,  
AS TRUSTEE OF THE LOUIS GILBREATH REVOCABLE TRUST UNDER TRUST  
DATED OCTOBER 24, 1994 RECORDED 09/29/1997 IN DEED BOOR 2414 PAGE 550, IN  
THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.



**Marion County  
Board of County Commissioners**

**Community Services**

2710 E. Silver Springs Blvd.  
Ocala, FL 3447  
Phone: 352-671-8770  
Fax: 352-671-8769

**NOTICE OF RIGHT OF RESCISSION**

A Security Agreement/Mortgage Lien in the amount, not to exceed, **\$150,000** will be placed on property owned by **Aubrey D Jacobs A/K/A Aubery D Jacobs**—located at **7269 SE 36<sup>th</sup> Ave, Ocala, FL 34480.**

**NOTICE TO CONSUMER REQUIRED BY FEDERAL LAW**

Today, **January 21, 2025**, you have entered into a transaction which will result in Marion County placing a lien, mortgage or other security interest on your home. Federal Law provides you with the right to cancel this transaction, if you so desire, without any penalty or obligation at any time within three (3) business days from the above date or from the date on which all material disclosures required under the Truth in Lending Act have been given to you. If you cancel this transaction, any lien, mortgage or other security interest on your home resulting from this transaction is automatically void. Any down-payment or other consideration you may have tendered on entering this transaction must be refunded to you in the event you cancel. If you wish to cancel this transaction, you may do so by notifying:

Marion County Community Services  
2710 E. Silver Springs Blvd.  
Ocala, FL 34470  
Fax: 352-671-8769

by mail or telegram sent by midnight **January 23, 2025**, or by any other form of written notice delivered to the above address no later than midnight **January 23, 2025.**

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE**

Each of the undersigned hereby acknowledge the receipt of two (2) completed copies of the Notice of Right of Rescission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Marion County  
Board of County Commissioners**

**Community Services**

2710 E. Silver Springs Blvd.  
Ocala, FL 3447  
Phone: 352-671-8770  
Fax: 352-671-8769

**NOTICE TO MARION COUNTY  
OF HOMEOWNER'S EXERCISING  
ITS RIGHT OF RESCISSION**

When rescinding, the homeowner may use any written statement that is signed and dated and clearly states the intention to cancel or, alternatively, the homeowner may use this notice for the purpose of cancelling this transaction by signing and dating below.

Keep one copy of this notice for your records.

**EACH HOMEOWNER SIGNING BELOW IS A PARTY TO A CONTRACT ENTERED INTO WITH MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND DATED January 21, 2025.**

**EACH HOMEOWNER SIGNING BELOW HEREBY EXERCISES HIS OR HER RIGHT TO CANCEL THE AGREEMENT AS PROVIDED BY LAW.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Jacobs, Aubrey D  
SHIP

*Exhibit E*

**Record and Return to:**

Marion County Community Services Department  
2710 E. Silver Springs Blvd.  
Ocala, FL 34470

Rec. Fees: \$129.00

DS: \$525.00

**This Document Prepared By:**

Marion County Community Services Department  
2710 E. Silver Springs Blvd.  
Ocala, FL 34470

Property Appraiser's Parcel ID No.: **36618-000-00**

**SHIP HOUSING REHABILITATION PROGRAM  
MORTGAGE LIEN**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("Mortgagee") and **Aubrey D. Jacobs A/K/A Aubery D Jacobs** ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State Housing Initiative Program ("SHIP"); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the rehabilitation of certain real property described herein and located at **7629 SE 36<sup>th</sup> Ave, Ocala, FL 34480**; and

WHEREAS, the parties entered into an agreement entitled Agreement Between Marion County and Homeowner for State Housing Initiatives Partnership Housing Rehabilitation and dated January 21, 2025 (the "Agreement") setting forth the terms and conditions for such financial assistance; and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein; and

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **One Hundred Fifty Thousand Dollars and No Cents (\$150,000)**, to include **document stamps (\$525.00) and Recording fee (\$129.00)** which indebtedness is evidenced by the Note.

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or

this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby mortgages to Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

THE FOLLOWING PROPERTY SITUATED IN MARION COUNTY, FLORIDA, TO WIT:  
ONE ACRE SQUARE IN THE SW CORNER OF THE WEST 1/2 OF THE SW 1/4 OF THE  
NW 1/4 OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 22 EAST, PUBLIC RECORDS  
OF MARION COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

BEING THE SAME PROPERTY CONVEYED TO BENJAMIN A. JACOBS AND HIS WIFE,  
ALVA WYNN JACOBS (DECEASED) BY DEED FROM REBECCA KIMBROUGH,  
AS TRUSTEE OF THE LOUIS GILBREATH REVOCABLE TRUST UNDER TRUST  
DATED OCTOBER 24, 1994 RECORDED 09/29/1997 IN DEED BOOR 2414 PAGE 550, IN  
THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Mortgaged Property", whether now owned or hereafter acquired by Mortgagor;

MORTGAGOR covenants and agrees as follows:

1. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
2. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

3. This Mortgage shall terminate upon the repayment of the SHIP funds. This Mortgage shall expire upon thirty (30) years from the date of execution. Upon termination or expiration, if all conditions of this Mortgage, the Note, and the Agreement have been met and no event of default or breach of any covenant of this Mortgage, the Note, and the Agreement has occurred, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.
4. The payment terms for this Mortgage shall be in accordance with Attachment 1 to this Mortgage. The payment terms in Attachment 1 shall be in addition to the obligations of Mortgagor under this Mortgage.
5. Mortgagor covenants to use the Property as the Mortgagor's principal residence, and that the Property shall not be sold, leased, conveyed, abandoned, transferred or refinanced for thirty (30) years from the date hereof (the "Affordability Period") except as may be otherwise provided in this Mortgage, the Promissory Note, the Agreement, applicable statutes, regulations and the County's Local Housing Assistance Plan (LHAP). For purposes of this paragraph, refinancing shall include origination of any new or additional mortgage financing without the prior, written approval of Mortgagee.
6. In the event Mortgagor ceases to use the Property as Mortgagor's principal residence, or otherwise transfers, assigns, sells, refinances, mortgages, or in any manner disposes of all or a portion of the Property, or any interest therein, during the thirty (30) year period then at the Mortgagee's option, the whole of the indebtedness secured hereby shall become immediately due and payable. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinance, mortgage or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collections by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured hereby.
7. Mortgagor has the option and privilege of prepaying all or any part of the outstanding principal balance secured by this Mortgage without premium, penalty, or charge except as set forth herein, in the Note, and/or in the Agreement. If all conditions of this Mortgage, the Note, and the Agreement have been met and no event of default or breach of any covenant of this Mortgage, the Note, and the Agreement has occurred, then at the completion of the twentieth year from the date of the Note, the principal of the loan will result in full satisfaction of the loan.
8. Except to the extent of conflict with Attachment 1, which shall govern in the event of such conflict, Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand; to immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage; and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

9. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
10. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
11. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
12. Mortgagor further covenants and agrees that when due Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
13. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

14. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived. In which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, and all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor. Notwithstanding Section 6 above, Mortgagee shall not be obligated to accept any amount less than full payment of the principal and interest of the loan if a default of any of Mortgagor's obligations, covenants, or agreements hereunder, in the Note or in the Agreement has occurred.
15. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:

A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and

B) Mortgagee shall be entitled, as a matter of strict right, without notice and *ex parte*, and without regard to the value or occupancy of the Mortgaged Property or the solvency of Mortgagor or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct. Such receiver shall have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise,

shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.

16. Transfer of Property. In the event the Mortgagor ceases to use the Mortgaged Property as Mortgagor's principal residence, or otherwise transfers, assigns, sells, refinances, mortgages, or in any manner disposes of all or a portion of the Mortgaged Property, or any interest therein, then at the Mortgagor's option, the whole of the indebtedness secured hereby shall become immediately due and payable from the date of such cessation of use as Mortgagor's principal residence or transfer, assignment, sale, refinance, mortgage or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinance, mortgage or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collections by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured hereby.
17. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within thirty (30) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.
18. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

19. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
  - a. Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
  - b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
  - c. Exercise or refrain from exercising or waive any right Mortgagee may have;
  - d. Accept additional security of any kind; and
  - e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
20. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
22. The loan represented by the Mortgage and the Note was made by Mortgagee pursuant to Mortgagee's affordable housing programs and is personal to Mortgagor. The loan, therefore, is made at an interest rate and upon terms generally more favorable to Mortgagor than would otherwise be available to the public at large. Accordingly, Mortgagor understands that this loan is intended to be a personal benefit and not solely as an instrument to increase the value of this property, or as a benefit that can be transferred to successive owners of the property. Therefore, Mortgagor agrees to occupy the home for a period of two (2) years as the owner-occupant. A prepayment penalty of \$5,000 will be due and payable if transfer of the property is made within the first two (2) years of the execution of this Mortgage. In addition, Mortgagee extended the funds to Mortgagor

based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.

23. Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an event of default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
24. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
25. The use of any gender herein shall include all genders, and the word "Mortgagor", if it appears that there is more than one, shall, wherever herein used, be construed in the plural; and all the covenants, agreements and undertakings herein set forth shall be joint and several.
26. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one (1) year exceed the highest lawful rate of interest permitted in the State of Florida.
27. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one (1) or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.



28. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
29. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.
30. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. If Mortgagor abides by all terms of this Mortgage, the principal amount of the Note shall be forgiven at the end of the 30<sup>th</sup> year. Mortgagor shall pay all costs of recordation, if any. The maturity date of this Mortgage shall be the first day of February, 2055.

[This portion of page was intentionally left blank. The signature age follows]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the \_\_\_\_\_ day of \_\_\_\_\_.

**WITNESS:**

Signed, sealed, and delivered  
in our presence as witnesses:

**MORTGAGOR**

**CO-MORTGAGOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **Aubrey D Jacobs A/K/A Aubrey D Jacobs** as Homeowner to me well known to be the persons described in or Produced Identification (name type of ID) \_\_\_\_\_ and who executed the foregoing instrument, and who acknowledged that he/she/they did so freely and voluntarily for the uses and purposes herein expressed.

Seal

\_\_\_\_\_  
Signature - Notary Public

Print Name: \_\_\_\_\_

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

**MARION COUNTY  
COMMUNITY SERVICES DEPARTMENT  
PROMISSORY NOTE**

**\$150,000**

**DATE: January 21, 2025**

**FOR VALUE RECEIVED**, the undersigned (the "Borrower") promises to pay MARION COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), (the "Lender"), or its successors, the principal sum, not to exceed, **One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00)**, and **document stamps (\$525.00) and recording fee (\$129.00)**, or such other amount as may be advanced by Lender **from time to time hereunder**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this Note to Lender.

The funding assistance provided herein is for the purpose of rehabilitating the real property and primary residence owned by Borrower located at **7629 SE 36<sup>th</sup> Ave, Ocala, FL 34480** (the "Property").

In the event the undersigned ceases to use the Property as undersigned's principal residence, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the Property, or any interest therein, which is subject to the Mortgage described below securing this Note, then the principal amount hereunder shall immediately become due from the date of such cessation of use as Borrower's principal residence, transfer, assignment, sale, mortgage, refinance or other conveyance until paid in full, except that deferment and forgiveness terms may be allowed to continue in the event a program-eligible heir inherits the Property and maintains it as their homesteaded residence.

This Note and all other obligations of the Borrower, are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a SHIP Housing Rehabilitation Program Mortgage Lien (the "Mortgage") held by Lender. The Homeowner and Lender have also entered into an Agreement between Marion County, Homeowner and Contractor for SHIP/HOME/CDBG Housing Rehabilitation (hereafter the "Agreement"). The terms and conditions contained in the Mortgage and Agreement are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Mortgage, and the Agreement are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

A) Maturity. The purpose of this Note is to provide Borrower SHIP funds for the

rehabilitation of Borrower's owned primary residence. The maturity date of this Note shall be the first day of February 2055.

- B) Payment Terms. The payment terms for this Note shall be in accordance with Attachment 1 to this Note. The payment terms in Attachment 1 shall be in addition to the obligations of Borrower under this Note.
  - C) Where to Make Payment. Sums due under this Note shall be payable to the Marion County Community Services, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, FL 34470, or such other place as the Note holder may designate.
  - D) Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge except as set forth in the Loan Documents. If all conditions of the Loan Documents have been met and no Event of Default has occurred, then at the completion of the twentieth year from the date of the Note, the principal of the loan will result in full satisfaction of the loan.
  - E) Forgiveness. This is a forgivable note. As long as Borrower maintains the Property as its principal residence for a period of thirty (30) years from the date of the Note and no Event of Default (as defined herein) occurs, the Note shall be forgiven in its entirety.
2. Event of Default.  
An Event of Default shall occur if: (a) Borrower fails to make any payment due under this Note within twenty (20) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").
3. Acceleration.  
Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.
4. Relationship of Borrower and Lender.  
Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.
5. Costs/Attorney's Fees.  
Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private

sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney, as permitted by law. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.
- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A wavier or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

8. Waiver of Jury Trial.

Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

9. Governing Law.

This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

The maturity date of this Note shall be the first day of **February 2055**

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Borrower Signature

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

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Borrower Signature

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

\_\_\_\_\_  
Borrower



**Marion County  
Board of County Commissioners**

Exhibit F

**Community Services**

2710 E. Silver Springs Blvd.  
Ocala, FL 34470  
Phone: 352-671-8770  
Fax: 352-671-8769

**January 21, 2025**

Aubrey D Jacobs  
A/K/A Aubery D Jacobs  
7629 SE 36<sup>th</sup> Ave  
Ocala, FL 34480

**Re: Demolition and Replacement - Manufactured Home Program  
SHIP funding not to exceed \$150,000**

Dear Ms. Jacobs,

Based on your approved application, support documentation provided, and the approval of your contract by the Marion County Board of County Commissioners, the Marion County Community Services Department is pleased to extend to you the total maximum funding using State Housing Initiatives Partnership (SHIP) funding in the amount, not to exceed, **\$150,000.00** towards your emergency home replacement project.

Please present this document to all developers, builders, contractors, and suppliers as proof that your project will be funded by the Marion County Community Services Department after your bidding process is completed and the Department has reviewed your bid submissions and approved the lowest qualified bidder on your project. Any necessary funding that is going to exceed the maximum award amount of **\$150,000.00** will have to **be secured by your own means before final project initiation approval and our commitment to the disbursement of funds.**

The funding provided by the Department will be disbursed in a "**Draw Payment**" methodology and will require draw request inspections by our Project Coordinator to verify the reimbursement being requested coincides with the work that has been field verified. For the benefit of the parties involved we have detailed the draw schedule milestones below.

Draw Schedule: 5 Draw disbursements of the total contract amount at each milestone listed below:

- A. All pay disbursements will include supporting documentation equaling the amount of the reimbursement request.
- B. All recording fees will be included in the maximum award amount.

You have the responsibility and flexibility to contact and solicit bids from whichever licensed general contractors you deem suitable and negotiate the terms of your agreements directly with your contractors. Please take this letter as your preliminary authorization to proceed with soliciting bids for your home replacement project and we will provide the financial support you need to accomplish this task.

Respectfully,

Kathy Bryant  
Chairman

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*Empowering Marion for Success*

[marionfl.org](http://marionfl.org)



## ATTACHMENT 1

### PAYMENT TERMS

#### OPTION A

In addition to the Mortgagor's/Borrower's obligations under the attached SHIP Housing Rehabilitation Program Mortgage Lien and Marion County Community Services Department Promissory Note, the following terms shall govern the payment obligations of Mortgagor/Borrower under the attached Mortgage and Promissory Note. The terms "Mortgagor," "Mortgagee," and "Mortgage" below shall be synonymous with "Borrower," "Lender," and "Promissory Note" respectively in the Promissory Note.

On the first of each month following the execution of this Mortgage, Mortgagor shall pay or cause to be paid to Mortgagee monthly payments of \_\_\_\_\_ for 359 months, with a final monthly payment of \_\_\_\_\_.

Further, on the first of each month following the execution of this Mortgage, Mortgagor shall pay or cause to be paid to Mortgagee a sum equal to one-twelfth (1/12) of the amount of (a) all real estate taxes and assessments, as estimated from time to time by Mortgagee, becoming due with respect to the Property on the next succeeding date upon which the same shall be due and payable and (b) all premiums, computed on an annual basis, for the insurance required to be carried pursuant to this Mortgage to be held by Mortgagee in a non-interest bearing account for payment of said taxes, assessments and insurance premiums. These amounts shall be applied to the payment of the respective items in respect of which these amounts are deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine. If, as the same become due and payable, the amounts then on deposit therefor shall be insufficient to pay such item, Mortgagor within five (5) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If there is an event of default hereunder, Mortgagee may at its option apply these amounts or any part thereof in payment of any unpaid portion of the debt.

## ATTACHMENT 1

### PAYMENT TERMS

#### OPTION B

In addition to the Mortgagor's/Borrower's obligations under the attached SHIP Housing Rehabilitation Program Mortgage Lien and Marion County Community Services Department Promissory Note, the following terms shall govern the payment obligations of Mortgagor/Borrower under the attached Mortgage and Promissory Note. The terms "Mortgagor," "Mortgagee," and "Mortgage" below shall be synonymous with "Borrower," "Lender," and "Promissory Note" respectively in the Promissory Note.

On the first of each month following the execution of this Mortgage, Mortgagor shall pay or cause to be paid to Mortgagee monthly payments equal to one-twelfth (1/12) of thirty percent (30%) of Mortgagor's annual household income for 360 months. Annual household income shall be calculated in accordance with 24 CFR § 5.609. Mortgagor shall cooperate with Mortgagee and provide all requested documentation to allow for Mortgagee to verify Mortgagor's annual household income each year, on or before the anniversary of the execution of this Mortgage. The documentation required shall be at the sole discretion of Mortgagee.

Mortgagee shall pay real estate taxes, assessments, and homeowner's insurance on behalf of Mortgagor from these payments. These amounts shall be applied to the payment of the respective items in respect of which these amounts are deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine. If, as the same become due and payable, the amounts then on deposit therefor shall be insufficient to pay such item, Mortgagor within five (5) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If there is an event of default hereunder, Mortgagee may at its option apply these amounts or any part thereof in payment of any unpaid portion of the debt.

## ATTACHMENT 1

### PAYMENT TERMS

#### OPTION C

In addition to the Mortgagor's/Borrower's obligations under the attached SHIP Housing Rehabilitation Program Mortgage Lien and Marion County Community Services Department Promissory Note, the following terms shall govern the payment obligations of Mortgagor/Borrower under the attached Mortgage and Promissory Note. The terms "Mortgagor," "Mortgagee," and "Mortgage" below shall be synonymous with "Borrower," "Lender," and "Promissory Note" respectively in the Promissory Note.

On the first of each month following the execution of this Mortgage, Mortgagor shall pay or cause to be paid to Mortgagee a sum equal to one-twelfth (1/12) of the amount of (a) all real estate taxes and assessments, as estimated from time to time by Mortgagee, becoming due with respect to the Property on the next succeeding date upon which the same shall be due and payable and (b) all premiums, computed on an annual basis, for the insurance required to be carried pursuant to this Mortgage to be held by Mortgagee in a non-interest bearing account for payment of said taxes, assessments and insurance premiums. These amounts shall be applied to the payment of the respective items in respect of which these amounts are deposited, or at Mortgagee's option, to the payment of any such items in such order of priority as Mortgagee shall determine. If, as the same become due and payable, the amounts then on deposit therefor shall be insufficient to pay such item, Mortgagor within five (5) days after demand is made therefor shall deposit the amount of such deficiency with Mortgagee. If there is an event of default hereunder, Mortgagee may at its option apply these amounts or any part thereof in payment of any unpaid portion of the debt.