

**Record and Return to:**

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

**This Document Prepared By:**

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

Property Appraiser's Parcel ID No.: 04133-000-02

**SECOND MODIFICATION AGREEMENT**

THIS SECOND MODIFICATION AGREEMENT is entered into on January 3, 2025 by and between Barbara Schwaite, a widow, (hereinafter "Borrower") and Marion County, a Political Subdivision of the State of Florida (herein "Lender"), organized and existing under the laws of the State of Florida whose address is 601 SE 25<sup>th</sup> Ave. Ocala, FL 34471 with reference to the following facts:

1. Borrower has executed a Promissory Note (the "Note") in favor of the lender in the original principal sum of \$120,991.25 dated May 11, 2006, which is secured by a Mortgage (the "Mortgage") of even date, recorded on May 11, 2006, BOOK 04436, PGS 0032-0039 in the official records of Marion County, Florida.
2. Borrower has executed a Modification in favor of the lender in the principal sum of \$123,719.50 dated June 14, 2007, and recorded on June 14, 2007, BOOK 04817, PGS 1331-1332 in the official records of Marion County, Florida.

WHEREAS, the Borrower has requested the Lender to further modify certain terms of the Note and Mortgage, to allow the Borrower to assume all the obligations of the Note and Mortgage, and

WHEREAS, the Lender is agreeable to the terms of the requested Second Modification of Mortgage and Note, and

WHEREAS, the parties desire to restate the modified terms of said loan so that there will be no misunderstanding of the matter,

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

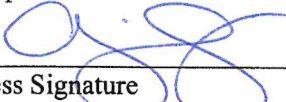
1. Effective January 21, 2025.
2. The intent of the parties hereto is that the Note and Mortgage be further modified only to the extent provided hereby and all other terms and provisions of the Note and Mortgage, shall remain unaltered by this modification.
3. Mortgage will be further modified to remove **GEORGE A. SCHWAITE**, from the SHIP Note and Mortgage. Barbara Schwaite shall have all rights and duties of Borrower under the Note and Mortgage.

4. A Scriveners error on the original Mortgage and Note incorrectly calculated the terms of 240 months instead of 360 months as stated on page 1 of the Mortgage, as the balance of the indebtedness is due and payable on November 5, 2036.
5. The Mortgage and Note both state a deferred amount of \$55,000 for the term of thirty (30) years.
6. No required monthly payments have been received since 2018.
7. There are 143 months remaining on the mortgage before it reaches maturity,
8. To date, the Borrower has paid a total of \$19,270.46 in required monthly payments, leaving an unpaid balance of \$49,449.04.
9. The remaining unpaid balance is to be amortized over the remaining 143 months until maturity, with a monthly payment of \$345.80 for 142 months and one final payment of \$345.44.
10. Home insurance and Property Taxes are the responsibility of the Borrower and are not part of the monthly mortgage payments as modified herein.
11. The Borrower hereby warrants and covenants that the Mortgage, as further modified herein, is a valid first mortgage lien upon the property and that said Mortgage is superior in lien and dignity to any other lien or encumbrance which may have attached to the property. Borrower further covenants that there have been no intervening liens or encumbrances filed against the borrower or the property since the execution and recording of the Mortgage.


IN WITNESS WHEREOF, the parties hereto have set their signs and seals on day first mentioned above.

Signed, sealed, and delivered


In the presence of:

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

Abigail Gonzalez  
 \_\_\_\_\_  
 Witness Print Name

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

Helen Urie  
 \_\_\_\_\_  
 Witness Print Name

  
 \_\_\_\_\_  
 Barbara Schwaite, Signature

BARBARA SCHWAITE  
 \_\_\_\_\_  
 Barbara Schwaite, Printed Name

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

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or  
online notarization, this 3 day of January, 20 25 by Barbara Schwaite who  
is/are personally known to me or has/have produced FLDL# ✓ as identification and  
who did not take an oath.

*Vanessa L. Tucker*

Signature - Notary Public (Seal)

Seal



**VANESSA L. TUCKER**  
Notary Public  
State of Florida  
Comm# HH511646  
Expires 4/3/2028

Print Name: Vanessa L. Tucker  
My Commission Expires: 4.3.2028

ATTEST:

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

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

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

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

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

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

*for*  
*Matthew Minter*  
\_\_\_\_\_  
Matthew Minter  
County Attorney