

Prepared By and Return To:
Evelyn Rusciolelli
Marion County Community Services
2303 SE 17th Street, Suite 101
Ocala, FL 34471



RECORDING FEES 18.50

MORT DOC TAX 39.90

KE

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is entered into on January 9, 2006 by and between WILLIE MAE SCOTT, A Single Woman (hereinafter "borrower" and Marion County Board of County Commissioners (Community Services Department) (hereinafter "Lender") with reference to the following facts;

1. Borrower has executed a Promissory Note (the "Note") in favor of the lender in the original principal amount of \$59,675, dated February 15, 2002, which is secured by a Mortgage Deed (the "Security Instrument") of even date, recorded on February 20, 2002, BOOK 03112 PG 0412 in the official records of Marion County, Florida.

WHEREAS, the Borrower(s) have requested the Lender modify certain terms of the Note and Mortgage, and

WHEREAS, the Lender is agreeable to the terms of the requested 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 9, 2006 the modified balance will be \$71,007.20
2. The legal description of the Security Instrument that secures the loan is hereby amended and reads in full as follows:

Commencing at the Northeast corner of the Southeast 1/4 of Fractional Section 27, Township 13 South, Range 21 East, thence run South 00 Degrees 01'35"E., along the East line of said Southeast 1/4, a distance of 632.94 feet; thence run North 89 degrees 55'13"W. a distance of 206.00 feet; thence run South 00 degrees 04'47"W. a distance of 206.00 feet; thence run North 00 degrees 04'47"E. a distance of 423.00 feet to the Point of Beginning.

3. The Borrower agrees to pay the Lender said balance amount due according to the terms, obligations, and conditions of the Note and

THIS MORTGAGE IS GIVEN TO MARION COUNTY, FLORIDA AND IS EXEMPT FROM TAXATION PURSUANT TO SECTIONS 199.183, 420.513, FLORIDA STATUTES.

Mortgage as altered by this Modification and to perform all of said conditions and obligations.

4. The parties intent that the Note and Mortgage be modified only to the extent provided hereby and all other terms and provisions of the Note and Mortgage, shall remain unaltered by this modification.

5. The borrower hereby warrants and covenants that the Mortgage is a valid second 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:

Nicki Hunter

Nicki Hunter

Shawna Chancey

SHAWNA CHANCEY

Willie Mae Scott
WILLIE MAE SCOTT

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me on this 9th day of January, 2006 by WILLIE MAE SCOTT who is personally known to me or has/have produced _____ as identification and who did not take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
 Nicki Hunter
Commission # DD470357
Expires: SEP. 24, 2009
American Notary Public Association, Inc.

Nicki Hunter
Notary Public
My commission expires: Sep. 24, 2009