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Details

File #:	2024-14259		
Type:	Consent	Status:	Agenda Ready
File created:	2/21/2024	Meeting Body	Board of County Commissioners
On agenda:	3/5/2024	Final action:	
Title:	Request Approval of Marion County Standard Professional Services Agreement New Construction Project Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - Neutral; not to exceed \$1,080,000)		
Attachments:	1. LRM 2024-31 , 2. Habitat New Construction Full Contract , 3. Location Maps for 6 Surplus Parcels		

Text

SUBJECT:

Request Approval of Marion County Standard Professional Services Agreement New Construction Project Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - Neutral; not to exceed \$1,080,000)

INITIATOR:

Cheryl Martin, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On November 14, 2023, Habitat for Humanity of Marion County, Inc. (Habitat) submitted a proposal to Community Services for State Housing Initiative Partnership (SHIP) funding for the construction of six (6) single family homes on six surplus properties designated for affordable housing per Resolution No. 22-R-252. This will provide families and individuals in Marion County with affordable housing options.

The County will provide a SHIP loan to Habitat for each home constructed, not to exceed \$180,000 each. The sales price for each home will not exceed \$200,000 and must be sold to income eligible homebuyers who will receive \$30,000 for down payment and closing cost assistance out of the build price of \$180,000. Habitat will retain \$20,000 upon sale, repaying \$150,000 to Community services to satisfy its loan. Each home will be built as concrete block homes with minimum standard of three (3) bedrooms, two (2) bathrooms. Each homebuyer must be approved by the County for income eligibility.

Also, under Consent is a secondary agenda item from the County Engineer transferring the following properties to Habitat: Parcel Numbers 9033-1076-04, 9034-1062-16, 9034-1071-07, 8005-0852-22, 8009-1265-06, and 8009-1171-28.

Staff recommends providing State funding to Habitat for six (6) single family homes with a focus to serve 80% area median income (AMI) households, not to exceed 120% AMI. This project aligns with the Empower Marion for Success II plan "Develop incentive options for development of housing in identified strategic areas".

BUDGET/IMPACT:

Neutral; not to exceed \$1,080,000

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with Marion County Standard Professional Services Agreement between Marion County and Habitat for Humanity of Marion County, Inc.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025

Last First

(Title) Client Service Specialist (Phone) 352-671-8779

Signature *Abigail Gonzalez* Date 1/9/24

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

Contract between County and Habitat for Humanity for the construction of 6 new single family residences (SFR) using State Housing Initiatives Partnership (SHIP) funding.

Exhibit F consist of 6 separate mortgage and notes, 1 for each property to be used.

This contract is similar to LRM2020-778

For more information or discussion, contact: Same as above

(Name) _____ (Title) _____ (Phone) _____

Last First

Agenda Item? Yes No Agenda Date: February 20, 2024

Agenda Deadline Date for **Legal**: January 17, 2024 Agenda Deadline Date for **Admin**: February 8, 2024

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. 2024-31

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:

Marion County Attorney
Received:
01/09/2024

Attorney Signature: *Thomas Schwartz* Date 1/26/24

Staff Signature: *Anthony Luck* Date: 1/26/24 Returned: Department Admin

Completed



**MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
NEW CONSTRUCTION PROJECT**

This MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT, (this "Agreement") made and entered by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and **Habitat For Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, FEIN# 59-2992077 (hereinafter referred to as " SPONSOR"), and COUNTY and SPONSOR hereby agreeing as follows:

WITNESSETH:

WHEREAS, COUNTY's long term Community Development 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, SPONSOR has submitted a proposal for use of SHIP funds for an eligible project under the SHIP regulations governed by Sections, 420.907-420.9079, Florida Statutes ("F.S."), the Marion County SHIP Local Housing Assistance Plan; and Chapter 67-37, Florida Administrative Code; and

WHEREAS, the COUNTY and the SPONSOR desire to provide new construction, in accordance with this Agreement and the aforementioned Local Housing Assistance Plans; and

WHEREAS, COUNTY has determined that SPONSOR's proposed Surplus Property project, as more fully described herein and referred to as the "Project" meets SHIP requirements and SPONSOR has been determined to have the capacity to undertake and complete the Project; and

WHEREAS, it is necessary for COUNTY and SPONSOR to enter into an Agreement for the implementation of the Project; 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:

1. **STANDARD TERMS.** SPONSOR and COUNTY mutually agree to abide by the Standard Terms, **Exhibit A** hereto, and the Scope of Work/Funding which is attached to this Agreement as **Exhibit B**.
2. **FUNDING.** COUNTY, through its Community Services Department (the "Department"), shall reimburse SPONSOR utilizing SHIP funds for allowable costs, determined by COUNTY, in an amount not to exceed **ONE MILLION EIGHTY THOUSAND DOLLARS AND ZERO Cents (\$1,080,000.00)** for services performed under the terms of this Agreement and detailed in **Exhibit B**. In the event the Project costs exceed the stated amount, SPONSOR shall be responsible for any excess. In the event the Project does not use all of the funds, excess shall be returned to COUNTY.
3. **SERVICES AND PERFORMANCE.**
 - A. COUNTY shall transfer ownership of six (6) COUNTY owned surplus properties, as described in **Exhibit C** (singular each the "Property," plural the "Properties") to SPONSOR. SPONSOR previously submitted to COUNTY an Application for Conveyance of the surplus properties and was approved in Resolution 24-R-_____, the Resolution for Conveyance of Real Property.
 - B. SPONSOR shall construct one (1) affordable single-family home more fully described in **Exhibit B** (singular "Home," plural the "Homes") on each of the Properties making a total of six (6) affordable single-family homes.
 - C. SPONSOR shall then market and sell each Home to income eligible Homebuyers (defined herein). Initial eligibility shall be determined by SPONSOR, using, in part, the criteria set forth on **EXHIBIT D**. Final determination of Homebuyer eligibility will be determined by COUNTY through the Department (defined herein).
 - D. Contemporaneous with this Agreement, SPONSOR shall execute the Declaration of Restrictive Covenants, a substantial copy is attached hereto as **Exhibit E** hereto, and same shall, at SPONSOR's cost, be recorded against each of the Properties.
 - E. SPONSOR and COUNTY mutually agree to furnish, each to the other, the

respective services, information and items as described in the attached exhibits.

4. **TIMELINE.**

A. The Work (defined herein) shall commence upon the start date set forth in the Notice to Proceed, with final completion of Home construction, as proven by Certificate of Occupancy, thirty (30) days to receive proper permits, three hundred sixty (360) calendar days from the Effective Date of this Agreement (the "Construction Time."). An additional one hundred eighty (180) calendar days shall be allowed for marketing and closing on sale of the constructed Homes (the "Sales Time.") The Construction Time and Sales Time shall be completed no later than five hundred seventy (570) days from the Effective Date of this Agreement (the "Term."). Work shall proceed in a timely manner without delays.

5. **INSURANCE.** SPONSOR shall maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Worker's Compensation as set forth in Section "17" of the Standard Terms, **Exhibit A** hereto.

6. **MISCELLANEOUS.**

A. The following exhibits are hereby incorporated into this Agreement as a part hereof, as though fully set forth herein.

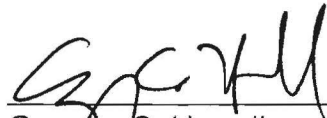
- | | | |
|-----|------------------|---|
| (1) | <i>Exhibit A</i> | <i>Standard Terms</i> |
| (2) | <i>Exhibit B</i> | <i>Scope of Work/Funding</i> |
| (3) | <i>Exhibit C</i> | <i>Property Legal Descriptions</i> |
| (4) | <i>Exhibit D</i> | <i>Marion County Income Limits Adjusted to Family Size
2023</i> |
| (5) | <i>Exhibit E</i> | <i>Declaration of Restrictive Covenant</i> |
| (6) | <i>Exhibit F</i> | <i>Mortgage and Note</i> |

[Remainder of page remains blank. Signature page follows.]

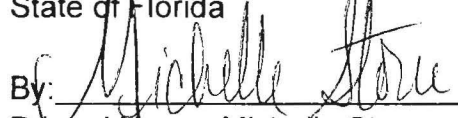
IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the State of Florida

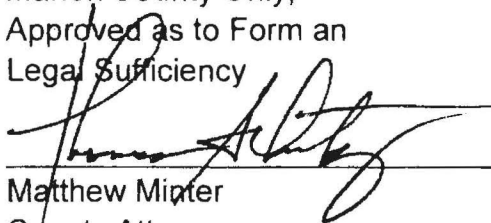


Gregory C. Harrell
Clerk of Court
Date: March 5, 2024

By: 


Printed Name: Michelle Stone
Chairman
Date: March 5, 2024

For Use and Reliance of
Marion County Only,
Approved as to Form an
Legal Sufficiency


For: _____
Matthew Minter
County Attorney

WITNESS:

**HABITAT FOR HUMANITY OF
MARION COUNTY, INC.**




Sign Name: _____ Date: 2/16/24

By: 

Abigail Gonzalez

Print Name

Print Name: Rob Peters



Sign Name: _____ Date: 2/16/24

Title: President & CEO

Dana Ammann

Print Name

Date: 2/16/24

**MARION COUNTY
SHIP SPONSOR STANDARD TERMS
FOR CONSTRUCTION AND SALE**

SECTION 1 – DEFINITIONS

- A. **AFFORDABILITY PERIOD** - is hereby defined as the period the SHIP-assisted Home must meet the requirements for a qualified low-income family and the housing must be the principal residence of the family throughout the period. For purchase projects, the Affordability Period begins on the date of Homebuyer closing and is in effect for the appropriate minimum number of years based on SHIP funding amount and at the direction of COUNTY.
- B. **CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE** – is hereby defined as that portion of the Florida Administrative Code pertaining to State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.
- C. **DEPARTMENT** - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like term used in this Agreement shall in no way relieve SPONSOR from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- D. **DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")** – is defined as the Federal agency responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws.
- E. **DIRECTOR** — is hereby defined as the Director of the Department of Community Services for COUNTY.
- F. **EFFECTIVE DATE OF THIS AGREEMENT** – is hereby defined as the date of the last signature on the Agreement.
- G. **FINAL COMPLETION** – is defined as competition by the General Contractor and acceptance by COUNTY of the Work, including all corrected punch list items; and completion of exterior and interior finish; final inspection completed with written verification by the Building Department; and COUNTY's receipt of the following:

General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's one (1) year warranty documents [see, Section "6(F)" of **Exhibit B**]; General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

- H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is the public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, F.S..
- I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
 - (1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, F.S.,
 - (2) Chapter 67-37, Florida Administrative Code; and
 - (3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2022-2023, 2023-2024, and 2024-2025, adopted by Resolution 22-R-249.
- J. HOME or HOMES - is hereby defined as the single family home or homes constructed in the Project.
- K. HOMEBUYER — is hereby defined as an eligible family based on gross income (<120% of area median income based on family size); as defined as 24 C.F.R. part 5, and Section 420.9071(19), (20) or (28), F.S. purchased Property must be maintained as the primary residence as required by Section 420.9071(10), F.S.; and ownership must utilize a 99-year leasehold interest.
- L. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation pertaining to the year from which the funding for the Project is drawn. Funding is provided for SPONSOR'S Project from Fiscal Year FY 23-24 and, therefore, the LHAP governing this Agreement is for Fiscal Years 2022-2023, 2023-2024, and 2024-2025, adopted by Resolution 22-R-249. LHAP

- is one (1) of the three (3) Governing Regulations. SPONSOR acknowledges receipt of a copy of the LHAP and same is incorporated herein as if set forth in full.
- M. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created pursuant to the State Housing Initiatives Partnership Act, Sections 420.907-9079, F.S..
- N. PROJECT - is hereby defined as SPONSOR’s Surplus Property Project more fully described in **Exhibit B** and approved by this Agreement for SHIP assistance.
- O. PROJECT COMPLETION - is hereby defined as the date all Project was closed and transferred to an eligible homebuyer.
- P. RECAPTURE — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(j), F.S., from eligible persons or eligible sponsors, which funds were not used for assistance to an eligible household for an eligible activity, when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SPONSOR on each of the six (6) Homes. The method COUNTY has chosen to recoup the SHIP assistance from SPONSOR is that each loan becomes due and payable at the end of the Term of this Agreement for each Home not sold or for each Home sold to an ineligible Homebuyer. Additionally, the loan to SPONSOR for each respective Home is due and payable to COUNTY at the time each Home is sold to an eligible Homebuyer, as set forth in LHAP Section II(C)(5)(e).
- Q. SHIP - is hereby defined as the State Housing Initiatives Partnership Act.
- R. SUBSTANTIAL CONSTRUCTION COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Homebuyer can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of Certificate of Occupancy or Certificate of Completion, final permits, and a prepared complete punch list.
- S. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, F.S., and is one (1) of the three (3) “Governing Regulations.”

- T. WORK - is hereby defined as all the professional, technical and construction services to be rendered or provided by SPONSOR as described herein at **Exhibit B**.

SECTION 2 -TERM OF AGREEMENT

- A. SPONSOR expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in **Exhibit B**.
- B. Timely completion of the Work specified in this Agreement is an integral and essential part of performance.
- C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SPONSOR that the Project (more fully described in **Exhibit B**) will be completed as expeditiously as possible and that SPONSOR will make every effort to ensure that the Project will proceed and will not be delayed.
- D. Time is of the essence. Failure to meet deadlines in this Agreement can result in cancellation of this Agreement and the revocation of SHIP funds.
- E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SPONSOR shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully SHIP compliant. It is intended that such provisions inserted in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SPONSOR and its successors and assigns to the Project or any part thereof or any interest therein.
- F. In the event SPONSOR is unable to meet the timeline set forth in **Exhibit B** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over the Project, or other delays beyond SPONSOR's control and are not caused by SPONSOR, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SPONSOR to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

SECTION 3 - SCOPE OF WORK

- A. A detailed Scope of Work is attached as **Exhibit B**. SPONSOR, in close coordination with COUNTY, shall perform all Work necessary to complete the development and occupancy of the Project in full compliance with the terms of this Agreement.
- B. It is understood that SPONSOR will provide a specific working budget and realistic timetable in accordance with **Exhibit B** as relates to: construction, soft costs, development fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.
- C. The Work shall be performed in essentially the manner proposed in SPONSOR's proposal as received by COUNTY on November 14, 2023. The parties specifically agree that the aforementioned SPONSOR's proposal shall be considered to be a part and portion of this Agreement and SPONSOR acknowledges receipt of a copy of same.

SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

- A. COUNTY shall provide SHIP funds in an amount not to exceed **One Million Eighty Thousand Dollars and Zero Cents (\$1,080,000.00)** (the "Funds") in accordance with the budget hereby attached as **Exhibit B**.
- B. The Funds are comprised of Project expenses, each more fully described in **Exhibit B**.
- C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. SPONSOR may submit a final invoice upon Final Completion as defined in Section "1(G)" above.

SECTION 5 - PROJECT REQUIREMENTS

- A. SPONSOR agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.
- B. **SPONSOR SHALL ENSURE THAT HOMEBUYER IS BOUND TO COMPLY WITH ALL RELEVANT TERMS OF THIS AGREEMENT, ALL EXHIBITS**

HERETO and the Governing Regulations of SHIP.

- C. Sponsor shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended or ineligible to perform work by COUNTY, FHFC, and HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or ineligible, go to COUNTY's list and <https://www.sam.gov/SAM/>.
- D. SPONSOR will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for Work completed.
- E. The Home shall be acquired by a Homebuyer whose family qualifies as low- to moderate-income, defined as not to exceed one hundred twenty percent (120%) of Area Median Income, in accordance with the Income Chart published annually by FHFC. Income is calculated by annualizing verified sources of income for the household, and consists of the amount of income expected to be received in a household during the twelve (12) months following the effective date of the determination.
- F. SPONSOR and COUNTY shall make the initial determination of eligibility of Homebuyer using, in part, the criteria set forth in **EXHIBIT B and EXHIBIT D**. Homebuyer Eligibility:
1. SPONSOR and COUNTY shall make the initial determination.
 2. COUNTY shall make the final determination of Homebuyer eligibility and notify SPONSOR and Homebuyer in writing.
 3. COUNTY shall then issue an award letter to Homebuyer.
- G. Homebuyer Costs.
Homebuyer shall pay from its own funds each of the following:
1. First Lender's application fee, if one is charged (to be credited at closing to the first lender's appraisal);
 2. Home inspections fee; and
 3. Credit reports.
- H. Purchase Assistance.
1. Each eligible Homebuyer shall receive purchase assistance of SHIP funds from COUNTY in the form of a no interest second position loan. If eligible Homebuyer receives additional assistance from the Homeownership Pool

- (HOP) Program, SHIP funds from COUNTY shall be in the form of a no interest third position loan.
2. Homebuyer shall execute a promissory note in favor of COUNTY and a mortgage securing payment of the note.
 3. Upon closing, COUNTY shall file a release or satisfaction of SPONSOR's mortgage on the subject Property.
- I. Affordability Period.
1. This Project is subject to an Affordability Period of twenty (20) years in accordance with the Governing regulation, specifically LHAP Section II (C) "New Construction – Home Ownership- Community Land Trust."
 2. The affordability Period is imposed upon SPONSOR upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds.
 3. Upon receipt of SHIP purchase assistance, Homebuyer shall be subject to the affordability Period beginning upon the date of closing and expiring twenty (20) years thereafter.
 4. During the affordability Period, the SHIP assistance will be program income pursuant to Section 420.9071 (24) F.S., meaning the Homebuyer shall be responsible to repay COUNTY's loan of SHIP funds, upon:
 - a. Sale of the Home;
 - b. Transfer of title (voluntary or involuntary, including foreclosures);
 - c. Refinancing to access equity;
 - d. Failure to maintain the Home as Homebuyer's principal residence, including renting the home; or
 - e. Death of Homebuyer.
 5. In the event foreclosure is filed against a Home during the affordability period, COUNTY shall have the option to purchase the Home for Ten and No/100 Dollars (\$10.00).
- J. In the selection of occupants for Project Homes, SPONSOR shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the F.S..
- K. SPONSOR will comply with COUNTY's and SPONSOR's Affirmative Fair Housing Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, in marketing the Homes for sale as follows:
1. SPONSOR will use the Fair Housing Logo in all of its advertising for Properties built with SHIP funds.



2. SPONSOR will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 3. All advertising, applications and marketing tools prepared by SPONSOR for the sale of SHIP assisted Homes shall include the following language “We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status or disability”.
 4. Post a fair housing poster in its office in a location that is visible to the public being served under the SHIP Program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 5. Provide all program participants with a copy of the “Fair Housing Equal Agreement for All” brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
- L. SPONSOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.
- M. SPONSOR certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
1. The requirements of **Exhibit B** hereto;
 2. The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
 3. The Accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
 4. The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Property is rehabilitated at any time during the Affordability Period; and

5. Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S., as: Innovative design, green building principles, storm resistant construction or other elements that reduce long-term costs relating to maintenance, utilities or insurance.
- N. COUNTY has the right to suspend SPONSOR from consideration for the award of future agreements:
1. If SPONSOR has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:
 - a. Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;
 - b. A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;
 - c. Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or
 - d. Has been involved in litigation with COUNTY.
 2. The length of any suspension of SPONSOR from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

SECTION 6 - FUNDING AND METHOD OF PAYMENT

- A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.
- B. The maximum amount payable by COUNTY under this Agreement shall be **One Million Eighty Thousand Dollars and Zero Cents (\$1,080,000.00)**. The SHIP Funds provided by COUNTY to SPONSOR shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, as to each of the six (6) Homes, SPONSOR shall execute a promissory note in the amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) plus the value of the land based on Marion County Property Appraiser's value per home and shall execute a mortgage securing same. COUNTY shall record each mortgage at SPONSOR's expense, in the public records of Marion County, Florida. SPONSOR shall be released from each mortgage upon sale of each respective Home to an income eligible Homebuyer.
- C. The method of payment:

1. COUNTY agrees to pay SPONSOR in accordance with the following schedule: For projects of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) or less SPONSOR will receive a single payment at project competition. For projects in excess of Thirty-Six Thousand and No/100 Dollars (\$36,000.00), a progress payment of twenty percent (20%) ("Draw") shall be made according to the following schedule:
 - a. First Draw: Upon obtaining permits, site preparation, and foundation, minus applicable recording fees for COUNTY mortgage and note;
 - b. Second Draw: Upon completion of exterior block laying, interior framing, roof faming and shingle installation, and beginning of rough in;
 - c. Third Draw: Upon completion of rough in, to include plumbing, mechanical, and electrical work;
 - d. Fourth Draw: Upon completion of dry in, stucco, ductwork, insulation, drywall, and install of exterior doors, interior doors, and windows; and
 - e. Fifth/Final Draw: Upon Final Completion as defined in Section "1G" above.
 2. SPONSOR shall submit a SHIP Program Request for Payment Form, for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in **Exhibit B**. COUNTY Construction Coordinator or COUNTY staff designee will perform a site visit to inspect the work and ensure that the costs have been incurred and the Work is eligible for payment. If required, the Work must have passed a required building inspection at the time the draw request is made. SPONSOR must submit to Department proof of passing all required inspections.
 3. If at Final Completion, COUNTY's Construction Coordinator or Designee recommends corrective action to be taken pursuant to this Agreement, SPONSOR has the option to pay for the corrective Work or deduct the cost of the corrective work from the Agreement sum.
- D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.
- E. SPONSOR shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted Work or supplies, if all required and supporting documentation is provided and the Work is completed in accordance with this Agreement.

- F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.
- G. SPONSOR shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations, and all applicable laws, guidelines, and conditions specified in this Agreement.

SECTION 7 - REPAYMENT OF LOAN

- A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.
- B. All net sales proceeds from the sale of Homes are immediately due and payable to COUNTY and must be returned to COUNTY as repayment of SPONSOR's SHIP loan.
- C. Prior to closing of the sale of each Home, SPONSOR shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and Homebuyer's draft note and mortgage, with notation and reference to the Recapture provision and COUNTY's right of first refusal in the event of foreclosure.

SECTION 8 - PROCUREMENT STANDARDS

- A. SPONSOR shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SPONSOR's procurement procedures must be approved by COUNTY.
- B. Beginning January 1, 2021, Section 448.095, F.S., requires SPONSOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SPONSOR from entering into this agreement unless it is in compliance therewith. Information provided by SPONSOR is subject to review for the most current version of the State of Federal policies at the time of the award of this Agreement.
 - 1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
 - 2. SPONSOR has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.

- b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SPONSOR has knowingly violated Section 448.09(1), F.S., that is, that SPONSOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. When SPONSOR enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SPONSOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. SPONSOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e. SPONSOR shall immediately terminate the Contracting Party if SPONSOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that SPONSOR's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SPONSOR has otherwise complied, COUNTY shall promptly order SPONSOR to terminate the Contracting Party. SPONSOR agrees that upon such an order, SPONSOR shall immediately terminate the Contracting Party. SPONSOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SPONSOR.
- g. If COUNTY terminates this Agreement with SPONSOR, SPONSOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SPONSOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. SPONSOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

SECTION 9 - CONFLICT OF INTEREST PROVISIONS

- A.** SPONSOR will comply with COUNTY Conflict of Interest as follows:

No employee, agent, consultant, officer or elected official or appointed official of SPONSOR who exercises or have exercised any function or responsibility with respect to SHIP activities assisted under or who are in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceed of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SPONSOR, including:

1. Occupancy of a home in a SHIP assisted project;
2. Receipt of SHIP homebuyer acquisition assistance; or
3. Receipt of SHIP owner-occupied rehabilitation assistance.

- B. SPONSOR certifies that it is and that SPONSOR and anyone employed thereby shall be in compliance with subsection "9(A)" above throughout this Agreement

SECTION 10 - COUNTY RESPONSIBILITIES

- A. COUNTY shall furnish SPONSOR with the following services and information from existing COUNTY records and COUNTY files:
1. COUNTY shall provide to SPONSOR information regarding its requirements for the Project.
 2. COUNTY will provide SPONSOR with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, Property value limits and/or rent limits.
 3. COUNTY will conduct progress inspections of Work completed to protect its interests as lender and regulatory authority for the Project, and will provide information to SPONSOR regarding any progress inspections or monitoring to assist it in ensuring compliance.
 4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
 5. COUNTY shall monitor, review, and evaluate the financial procedures of SPONSOR through documents submitted to COUNTY and on-site monitoring. SPONSOR shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten [10] working days) being given to SPONSOR, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may be

needed.

6. Nothing contained herein shall relieve SPONSOR of any responsibility as provided under this Agreement.

SECTION 11 – PUBLIC RECORDS.

- A. If, under this Agreement SPONSOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SPONSOR shall:
 1. Keep and maintain public records required by COUNTY to perform the Project;
 2. 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;
 3. 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 SPONSOR does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SPONSOR or keep and maintain public records required by COUNTY to perform this Project. If SPONSOR transfers all public records to COUNTY upon completion of this Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of this Agreement, SPONSOR 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.
- B. If SPONSOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SPONSOR may be subject to penalties under Section 119.10, Florida Statutes.
- C. Public Records.
IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Public Relations
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300 Fax: 352-438-2309
Email: PublicRelations@MarionFL.org**

SECTION 12 - SUSPENSION & TERMINATION

- A. In accordance with the Governing Regulations suspension or termination may occur if SPONSOR materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.
- B. If, through any cause, SPONSOR shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if SPONSOR shall violate any of the covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SPONSOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from SPONSOR is determined whether by court of competent jurisdiction or otherwise.

SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days written notice to SPONSOR. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of notice.

SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS

- A. If SPONSOR fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SPONSOR refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in **Exhibit B** of this Agreement, SPONSOR shall be in default and notice in writing shall be given to SPONSOR of such default by COUNTY or an agent of COUNTY. If SPONSOR fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.
- B. In the event of such termination, all grant funds awarded to SPONSOR pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SPONSOR will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.
- C. Such termination shall not affect or terminate any of the rights of COUNTY as against SPONSOR then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SPONSOR to complete the Project in accordance with the terms of this Agreement, in a court of equity.

SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS

- A. All records will be maintained by SPONSOR for five (5) years after the Affordability Period of Homebuyer ends.
- B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SPONSOR and audit the records of SPONSOR at any and all reasonable times during performance of the Agreement and for a five (5) years after final payment is made under this Agreement.
- C. Access shall be immediately granted to COUNTY and the Florida Housing Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SPONSOR or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.

SECTION 16 - GENERAL CONDITIONS

- A. SPONSOR shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SPONSOR's responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.
- B. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
- C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- D. SPONSOR further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.
- F. SPONSOR and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

SECTION 17 - INSURANCE

- A. SPONSOR, during the construction period, shall keep the Property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Property is sold to an income eligible buyer. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.
- B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and Property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.
- C. SPONSOR shall maintain Workers' Compensation insurance as required by law. Employers liability limits should be at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."
- D. SPONSOR shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.
- E. These insurance requirements shall not relieve or limit the liability of SPONSOR. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SPONSOR interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.
- F. Insurance required of SPONSOR or any other insurance of SPONSOR shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise

out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.

- G. SPONSOR shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SPONSOR shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.
- H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

SECTION 18 – INDEMNIFICATION

- A. SPONSOR shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SPONSOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SPONSOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- B. Any contract between SPONSOR and its General Contractor or any other third party to provide the construction related services set forth herein, shall include the following provisions:
 - 1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers and employees,

from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement.

2. This indemnification of Marion County shall survive the term of this Agreement.

- C. Indemnification obligations of the SPONSOR to COUNTY survive the term of the Agreement.

SCOPE OF WORK/FUNDING

1. **THE PROJECT.**

SPONSOR shall construct one (1) single family Home on each of the six (6) Properties and sell each Home to eligible Homebuyers.

Marion County will assist the Builder with construction costs associated with producing affordable, owner-occupied housing for eligible home buyers. The State Housing Initiatives Program ("SHIP") assistance funds will be used for this project.

2. **SHIP PROGRAM REQUIREMENTS**

A. **Homeowner Residency:**

All properties for development must be located within the Marion County limits, but outside the City of Ocala Limits.

B. **Maximum Sales Price:**

\$200,000.00 (per unit)

C. **Eligible Housing Type:**

Eligible housing is any real property, CONCRETE BLOCK CONSTRUCTION, detached single- family home, excluding mobile homes, located within the County, outside the City of Ocala limits, which is designated and intended for the primary purpose of providing decent, safe, and sanitary residential units which are designed to meet Chapter 553, Florida Statutes.

D. **Eligible Homebuyers:**

1. Income limits: 120% of Area Median Income based on family size (the County will income qualify each homebuyer). (See chart pg. 38)
2. Not a current homeowner.
3. Complete a certified Homebuyer Counseling course and Community Land Trust Certificate prior to closing.
4. Be Income certified (income eligible and verified, appropriate credit report, asset verification) by the County prior to signing a sales contract.
5. Homebuyer may qualify with COUNTY for Purchase Assistance of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) plus the land value based on Marion County Property Appraisers per home for down payment and closing costs
6. The home will be placed in a Community Land Trust.
7. Homebuyer shall secure first mortgage financing through a County approved lender approved lender list is found on our web site:

<http://www.marioncountyfl.org/departments-agencies/departments-a-n/community-services/homebuyer-purchase-assistance>

3. **FUNDING**

- A. The Builder understands that this Project will be funded with SHIP funds.
- B. Each home will be funded up to a maximum of \$180,000.00 plus the value of the land based on Marion County Property Appraisers value per home.
- C. SHIP Funds provided by County to the Builder shall be in the form of deferred payment, 0% interest loan provided at draws at first 20%, 40%, 60%, 80%, and 100% at final completion. (See Site Visit Report for Invoice Reimbursement Form)
- D. The County shall execute and record in the Public Records of Marion County, Florida, a Developer's Lien of \$180,000.00 plus the value of the land based on Marion County Property Appraisers per home. The lien will be released upon completion of the Project and execution of the Mortgage and Promissory Note with the homebuyer.
- E. Upon closing of the property with an eligible homebuyer, SPONSOR will repay the County the entire amount of SHIP funds loaned.
- F. If the home does not sell within the time period allotted (19 months from Notice to Proceed), to an income eligible homebuyer, Builder will repay County a penalty of 10% non-completion fee not to exceed \$10,000.00.
- G. The maximum sales price will be \$200,000.00
- H. Builder to agree home MUST be sold to an income eligible homebuyer.
- I. For each Home, if there is no sales contract on the Home within five hundred and forty (540) calendar days from the Effective Date of this Agreement, SPONSOR will repay COUNTY the entire amount loaned for each unsold Property, plus up to a ten percent (10%) non-completion fee, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
- J. To comply with SHIP assistance, closing on sale of all Homes constructed under this Project or the payback of funds to COUNTY for any unsold Home(s) must be finalized within five hundred and seventy (570) days of the Effective Date of this Agreement.

4. **THE PROPERTIES**

A. Contemporaneous with the Effective Date of this Agreement, SPONSOR shall receive from COUNTY ownership of the Properties, identified as six (6) surplus parcels more fully described on **Exhibit C** hereto and bearing Marion County Property Appraiser Parcel ID numbers:

- 1. 9033-1076-04;
- 2. 9034-1062-16;

3. 9034-1071-07;
4. 8005-0852-22;
5. 8009-1265-06; and
6. 8009-1171-28

B. Each Property location complies with SHIP regulations as each is within the geographical limits of Marion County, but **outside** the City of Ocala.

5. **TIMELINE.**

A. Time is of the essence.

B. To comply with SHIP assistance, closing on sale of all Homes constructed under this Project or the payback of funds to COUNTY for any unsold Home(s) must be finalized within five hundred forty (570) days of the Effective Date of this Agreement.

C. For each Home, if there is no sales contract on the Home within five hundred and forty (570) calendar days from the Effective Date of this Agreement, SPONSOR will repay COUNTY the entire amount loaned for each unsold Property, plus up to a ten percent (10%) non-completion fee, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

D. SPONSOR shall perform the Project according to the following timeline:

1. **Permitting Time:**

Calculated as: Thirty (30) calendar days from the Effective Date of this Agreement.

2. **Construction Time:**

Calculated as: Three hundred sixty (360) calendar days from the Effective Date of this Agreement.

3. **Sales Time, i.e., Time to Closing Date:**

Calculated as: One Hundred Eighty (180) calendar days from date of issuance of Certificate of Occupancy.

4. **Entire Project:**

Calculated as: Five hundred seventy (570) calendar days from the Effective Date of this Agreement.

6. **SPONSOR SELECTS GENERAL CONTRACTOR.**

A. SPONSOR selects the General Contractor for the Project within the criteria set forth in this Agreement.

B. SPONSOR may opt to use different General Contractor for any or all of the

Properties as SPONSOR deems in the best interest of the Project.

7. **GENERAL CONTRACTOR SELECTION CRITERIA**

- A. Eligible General Contractor is defined as the following:
 - 1. Minimum three (3) years' experience in building and/or operations management in new residential housing construction.
 - 2. Licensed and must be in good standing with the Marion County Building Department. General Contractor must be registered and complete all required educational training and associated exams with Florida DBPR.
 - 3. Shows evidence of understanding and following the Fair Housing Rules and Regulations and to include Federal Employment Standards.
 - 4. Holds the necessary insurance coverage, as described below.
 - 5. Contractor is not currently on the SAM.Gov debarred list.

- B. General Contractor shall ensure that it is appropriately licensed for the intended work and that the necessary construction permit(s) are obtained.

- C. General Contractor shall provide evidence of organizational capacity, Performance Delivery Plan, financial capacity, and past experiences as it pertains to construction of single-family homes.
 - 1. Organizational capacity identifies the General Contractor's organizational ability to successfully complete the Agreement by identifying and describing key staff position(s) and their line responsibilities. Key staff positions must include an experienced on-site Project Manager.
 - 2. A Performance Delivery Plan describes how the General Contractor will integrate and align deliverables, so it presents a logical and clear flow in the General Contractor's current operations.
 - 3. Financial capacity is demonstrated by the provision of a performance bond or similar security.
 - 4. Past experience must include the construction of three (3) single family homes.

- D. Bidding General Contractor shall submit:
 - 1. Two (2) copies of approved blueprints ready for permitting and development cost on each Home to be constructed.
 - 2. A timeline that accurately reflects all stages of construction needed.
 - 3. One (1) set of printed, approved architectural floor plans for each Home to be constructed.

- E. Bidding General Contractor may submit preferred interior/exterior design elements, including products and equipment.

8. **GENERAL CONTRACTOR RESPONSIBILITIES**

- A. Obtain proper and required permits.
- B. Properly manage home until real estate closing.
- C. Arrange in-progress inspections as required. Submit in-progress report and work schedule to SPONSOR Staff.
- D. Review and approve/disapprove change orders from sub-contractors with SPONSOR.
- E. Complete Punch List items:
 - 1. Punch list preparation and inspection will be conducted by COUNTY Community Services Project Coordinator, COUNTY Staff Designee, and/or COUNTY Building Department Representative along with SPONSOR.
- F. Provide Final Completion documents as required in Section "1(G)" of **Exhibit A** hereto.
- G. Warranty each Home:
 - 1. General Contractor shall guarantee to correct any Work that fails to conform to this Agreement and the Contract Documents within one (1) year from the date of final payment.
 - 2. General Contractor 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 payment.
 - 3. The provisions of this subsection apply to Work done by subcontractors as well as work done by General Contractor.
 - 4. General Contractor shall furnish the Homebuyer with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished.
 - 5. For each Home constructed provide SPONSOR a complete site survey for each Property.

9. **GENERAL CONTRACTOR AND SPONSOR JOINT RESPONSIBILITIES**

- A. Complete Home construction on time and on budget.
- B. Property manage Home until real estate closing.
- C. Assist in marketing the sale of the Home as early as the start of construction.
 - 1. In the selection of homebuyers, the Builder shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.

2. Comply with the County's Affirmative Fair Housing Policy as follows:
 - a. All advertising, applications and marketing tools prepared by the Builder for the sale of SHIP-Assisted Units shall include the following language and Fair Housing Logo:

"We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, ancestry, national origin, religion, sex, marital status, familial status or disability".



- b. Post a fair housing poster in its office in a location that is visible to the public being served under the HOME program. For a copy of the poster go to:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf
 - c. Provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at:
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf
 3. Any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, and letterhead, project signs) must recognize the Marion County Board of County Commissioners, and SHIP as providing funds for this Project.
- D. Submit all potential homebuyers to the County for income qualification.
- E. Carry the appropriate insurance:

As applicable, during the 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. Builder shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. 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. County shall be added to all third-party coverage required as an "ADDITIONAL INSURED," but only to the extent of the risk obligations assumed hereunder by Builder.

The Marion County Board of County Commissioners 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:

1. Business Auto Liability
 - a. 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 \$1,000,000 combined single limit each accident. In the event the Builder does not own vehicles, the Builder 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.
 - b. 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 Builder; products and completed operations of Builder; or automobiles owned, leased, hired or borrowed by Builder. 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.
 - c. Builder'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 Builder's insurance and shall be non-contributory.
2. Worker's Compensation
 - a. 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 Longshore men & Harbor Workers Act. Employer's Liability limits for not less than \$1,000,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.
 - b. Builder will ensure its insurance carrier waive all subrogation rights against County for all losses or damages which occur during this project and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires all policies to be endorsed with

WC00 03 13 Waiver of our Right to Recover from others or equivalent.

- c. For any Builder who has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Builder's employees. If the Builder or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Builder. The Builder is required to provide proof of coverage for their employees.

3. Commercial General Liability

- a. Coverage must be afforded under a Commercial General Liability policy with limits not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate; for Bodily Injury, Property Damage and Personal and Advertising Injury \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate for Products and Completed Operations.
- b. Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse or underground.
- c. 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.
- d. Builder's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Builder's insurance and shall be non-contributory.

10. CONSTRUCTION REQUIREMENTS

- A. Contractor will provide a suitable, buildable lot(s) on a county-maintained road, in a location acceptable to the County and SHIP, outside the city limits of Ocala. Bidding Contractor will prepare scope of work ready for bid purposes and develop a cost estimate on each home to be constructed. Scope of work shall accurately reflect all stages of construction needed. One set of printed, approved architectural floor plans is required to be submitted with each home constructed. Contractor may submit preferred interior/exterior design elements, including products and equipment. ALL HOMES MUST BE OF CONCRETE BLOCK CONSTRUCTION.
- B. Obtain proper and required permits.
- C. Arrange in-progress inspections as required. Submit in-progress

- report and work schedule to County's Community Services Project Coordinator.
- D. Review and approve/disapprove change orders from sub-contractors with the County.
 - E. The Builder will incorporate, as appropriate, accessibility features, universal design, and green features in the units.
 - F. Total square footage will be between 1,100 and 1,200 living area.
 - G. Warranty each home:
 - 1. Contractor shall guarantee to correct any Work that fails to conform to the Contract Documents 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. These provisions apply to work done by subcontractors as well as work done by Builder. Furthermore, Builder shall furnish the homeowner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished.
 - H. For each home constructed:
 - 1. Awarded Contractor to provide Community Services a complete site survey for each property. Contractor responsible to clear lots of trees and large rocks. Provide proper land fill dirt and compaction to grade site properly.
 - 2. The home will be constructed of CONCRETE BLOCK.
 - 3. Concrete side walk from front door to driveway. Back sliding glass door concrete pad minimum (7ft. wide x 7ft. deep)
 - 4. Complete well system, septic tank and drain field.
 - a. Contractor shall set up a maintenance service contract for the new septic systems for a minimum of the first (2) two-years after installation.
 - 5. Electrical service pole and equipment, per NEC, complete.
 - 6. 2 options will be available for vehicle storage: Contractor to indicate which option will be provided on bid sheet.
 - a. Car garage door with electric powered opener and two remotes.
 - b. Covered Carport design with minimum 8ft. x 8ft. attached storage closet.
 - 7. Air handler and water heater installed in laundry room, dedicated closet or located in garage and must be properly sized to home.
 - 8. Minimum bedroom sizes of 10 ft. by 10 ft.

9. Master bedroom closet, walk-in preferred.
10. Closets: standard size white wire coated shelving, closet maid preferred.
11. Standard size insulated exterior doors and vinyl sliding back door with sliding screen. Exterior doors with adjustable threshold, weather strip and bottom door sweep. Composite exterior doors, jamb and trim will be accepted.
12. Windows to be single hung, double pane insulated with screens and marble window stools preferred.
13. Mini blinds preferred but not required.
14. Hip roof design construction. Felt Buster® High Traction Synthetic Roofing felt, or County approved equivalent, and 30-year architectural shingles. Aluminum drip edge and fascia.
15. Carpeting in all bedrooms.
16. Neutral color and pattern (18in. x 18in.) ceramic floor tile in kitchen, dining room, laundry room, front door area and hallway.
17. Master bathroom; Shower may be recessed in concrete floor to accommodate shower pan. Provide additional blocking for handicap grab bars.
18. Guest bathroom; Sterling Ensemble white 4-piece alcove tub/shower kit or county approved equivalent (common size: 30in. X 60in.)
19. All bathroom and kitchen plumbing fixtures to be Delta manufactured or county approved equivalent. Toilets to be elongated and ADA compliant. Complete.
20. Ceiling fans with 4 light combo in bedrooms and living room. Prefer Energy Star® products.
21. All light bulbs throughout home to be LED.
22. Water Heater to carry 6 to 12-year warranty.
23. Kitchen countertops and back splashes Wilson Art® or Formica® brand laminates. Include back splash.
24. Kitchen and bathroom cabinets to be solid wood face frames, raised panel doors and solid wood drawer faces.
25. Kitchen appliances will include an oven, stove, range hood, refrigerator with ice machine hook-ups and dishwasher.
26. Double basin kitchen sink with Delta stainless 1-handle high-arc kitchen faucet with side spray, or County approved equivalent.
27. Synthetic marble tops/sink combination for bathrooms.
28. First Alert® or County approved equivalent AC hardwired combination smoke and carbon monoxide detectors.
29. Complete HVAC systems to be Rheem®, Trane®,

- Rudd®, Carrier®, Bryant®, manufacturer, minimum 15 seer or County approved equivalent. Must be Energy Star.
30. Sod minimum; sod front yard completely and provide two (2) rows around back and sides of home. Basic landscape and shrub package.
 31. Provide and install house numbers and mail box.

LEGAL DESCRIPTION OF PROPERTY

- 1. 9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 4
- 2. 9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16
- 3. 9034-1071-07**
SEC 36 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1071 LOT 7
- 4. 8005-0852-22**
SEC 23 TWP 17 RGE 21
PLAT BOOK O PAGE 81
MARION OAKS UNIT 5
BLK 852 LOT 22
- 5. 8009-1265-06**
SEC 8 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6
- 6. 8009-1171-28**
SEC 21 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1171 LOT 28

MARION COUNTY, FLORIDA
INCOME LIMITS ADJUSTED TO FAMILY SIZE
2023

Median Income: \$71,100					
Household Size	30%	50%	80%	120%	140%
1 PERSON	\$14,580.00	\$23,050.00	\$36,900.00	\$55,320.00	\$64,540.00
2 PERSON	\$19,720.00	\$26,350.00	\$42,150.00	\$63,240.00	\$73,780.00
3 PERSON	\$24,860.00	\$29,650.00	\$47,400.00	\$71,160.00	\$83,020.00
4 PERSON	\$30,000.00	\$32,900.00	\$52,650.00	\$78,960.00	\$92,120.00
5 PERSON	\$35,140.00	\$35,550.00	\$56,900.00	\$85,320.00	\$99,540.00
6 PERSON	\$38,200.00	\$38,200.00	\$61,100.00	\$91,680.00	\$106,960.00
7 PERSON	\$40,800.00	\$40,800.00	\$65,300.00	\$97,920.00	\$114,240.00
8 PERSON	\$43,450.00	\$43,450.00	\$69,500.00	\$104,280.00	\$121,660.00
SHIP & HHRP	FHFC POSTED 5/18/23			HUD eff. 5/15/23	

This Instrument Prepared by:
County Attorney for
Marion County
Return to:
Marion County Community
Services Department
2710 E. Silver Springs Blvd.
Ocala, FL 34470

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Declaration") is executed by **HABITAT FOR HUMANITY OF MARION COUNTY, INC.**, a not-for-profit corporation, organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, FEIN# 59-2992077.

RECITALS

WHEREAS, HABITAT FOR HUMANITY OF MARION COUNTY, INC., is the owner (the "Owner") of those certain parcels of vacant land located in the County of Marion, State of Florida (the "State"), which are more fully described on **Exhibit A** hereto (the "Properties"); and

WHEREAS Owner has applied for and been granted the Properties as well as financing to be used for improvement of the Properties by Marion County, a political subdivision of the State of Florida (the "County"); and

WHEREAS, the funds used to finance the improvement of the Properties are provided by State Housing Initiatives Partnership ("SHIP"), a housing program funded by the State; and

WHEREAS, SHIP regulations impose certain restrictions for a limited time upon Owner's use of the Properties, more particularly restrictions on the future use and future ownership of the Properties; and

WHEREAS, Owner wishes to accept said SHIP funds and to accept the restrictions set forth herein, and agrees that said restrictions on the Properties are intended to run with the land as more fully set forth herein; and

WHEREAS, as part of the financing, Owner has contemporaneously hereto executed an agreement entitled "Marion County Standard Professional Services Agreement New Construction Project" (the "Agreement"); and

WHEREAS, the purpose of this Declaration is to ensure that the use and occupancy restrictions contained in the Agreement, shall be covenants that run with the land for a period of twenty (20) years that begins to run upon Owner's sale of the completed project to a homebuyer and same is binding on all the successors and assigns of the Owner, as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the making, receiving and ensuring of the loan, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

1. **USE RESTRICTIVE COVENANT.**

A. From and after the Effective Date above, the six (6) single family home to be constructed on the Properties (collectively the "Home") shall maintain the following occupancy restrictions:

- 1) Owner of the Properties is bound by the terms of the Agreement between Owner and Marion County entered contemporaneously hereto.
- 2) The Homes shall each be purchased by a buyer that qualifies as an income-eligible household with an income below one hundred twenty percent (120%) of the most current Ocala, FL MSA area median income as published by HUD and adjusted for family size ("Homebuyer").
- 3) Any Homebuyer shall be income qualified by and shall receive purchase assistance from Marion County.

B. **Binding Upon Successors in Interest.** This Declaration and the covenants set forth herein restricting the use and occupancy of the Properties shall be and are covenants running with, touching, and encumbering the Properties, binding upon the Owner and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Properties, and are not merely personal covenants of the Owner.

C. **Any Conveyance is Subject to this Declaration.** Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the Properties or a portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether

such contract, deed or other instrument hereafter executed conveying the Properties or a portion thereof provides that such conveyance is subject to this Declaration.

2. **ENFORCEMENT.** In the event of a breach or threatened breach of this Declaration, any party adversely affected by such breach, the county or municipality where the Properties is located, the State, or the United States of America shall be entitled to institute proceedings at law or in equity for relief from the consequences of said breach including seeking injunctive relief to prevent a violation thereof. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment.
3. **SUPERIORITY.** The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Properties or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date. Provided, however, that a breach of any of the restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The charges and burdens of this Declaration are not intended to either create a lien upon the Properties, or grant any right of foreclosure, to any person or party.
4. **RELEASE.** Any person or entity having or acquiring fee or leasehold title to the Properties or any portion thereof shall be required to comply with this Declaration only during the period such person or entity is the fee or leasehold owner of the Properties, and thereafter shall be released therefrom, except that such person or entity shall continue to be liable for, and shall not be released from liability for, obligations, liabilities or responsibilities that accrue or accrued during said period of ownership. Although persons or entities may be released under this paragraph, the restrictions of this Declaration shall continue to be restrictions upon the Properties, running with the land, and shall inure to the benefit of, and be binding upon, their successors and assigns in title or interest.
5. **APPROVAL OF COUNTY.** Marion County has sole and absolute discretion in the approval of any transfer of ownership from the Owner to any party. All of the provisions of the Agreement between Owner and Marion County, as same may be amended or supplemented, shall also apply to any subsequent owner during the SHIP Affordability Period, whether or not duly approved by County.
6. **TRANSFEREES BOUND.** The Properties must be held in fee simple title. Owner

covenants and agrees that in the event it sells or otherwise transfers ownership of the Properties, it will enter into such agreements with the purchaser or transferee as may be prescribed by County which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

7. **NECESSARY ACTIONS.** Owner agrees to evict any tenant or take such other corrective action as is determined necessary by an Authorized Officer of County in order to comply with the covenants contained in this Agreement. County shall also have the right to take any and all action which it deems appropriate in order to enforce compliance with the covenants of this Agreement.

8. **TIME.** The undersigned agrees that this restrictive covenant shall be deemed a covenant running with the land, and shall be and **remain in full force and effect during the twenty (20) year SHIP Affordability Period, that begins to run from the date of sale from Owner to homebuyer** and shall be binding upon the undersigned, its successors and assigns for that time period.

9. **NO OTHER OWNERS.** The Owner certifies that as of the date of execution of this instrument, the undersigned Properties Owner represents all of the owners of the Properties, whether by single ownership, joint tenancy, or tenancy by the entireties.

[This portion of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF Owner has entered into this Declaration of Restrictive Covenant on the date set forth above.

**HABITAT FOR HUMANITY OF
MARION COUNTY, INC.**

(Signed name of witness)

By: _____

(Printed name of witness)

Printed Name: _____

(Signed name of witness)

Its: _____

(Signed name of witness)

Date: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ as _____ of Habitat for Humanity of Marion County, Inc.

(SEAL)

Notary Public, State of Florida

_____ Personally Known
OR
_____ Produced Identification

Type of Identification Produced: _____

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

1. **9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 4

2. **9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16

3. **9034-1071-07**
SEC 36 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1071 LOT 7

4. **8005-0852-22**
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MARION OAKS UNIT 5
BLK 852 LOT 22

5. **8009-1265-06**
SEC 8 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6

6. **8009-1171-28**
SEC 21 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1171 LOT 28

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$689.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9033-1076-04
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **9033-1076-04**
SEC 24 TWP 16 RGE 23
PLAT BOOK J PAGE 294
SILVER SPRINGS SHORES UNIT 33
BLK 1076 LOT 04

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Seventeen Thousand Dollars and 00/100 (\$17,000.00)**, for a total of **One Hundred Ninety Seven Thousand and 00/100 (\$197,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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, an 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.
14. 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 to 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 and 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.

15. 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 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.
16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.

24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.
25. 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.
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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 9033-1076-04

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$197,000.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Seventeen Thousand and 00/100 (\$17,000.00)**, for a total of **One Hundred Ninety Seven Thousand Dollars and 00/100 (\$197,000.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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 waiver 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$682.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9034-1062-16
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **9034-1062-16**
SEC 25 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1062 LOT 16

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand Dollars and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand and 00/100 (\$195,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.
14. 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 to 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 and 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.

15. 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 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.
16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagor to Mortgagee under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
 - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
 - C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
- (3) Any other environmental, health or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. 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.
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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 9034-1062-16

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$195,000.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand Dollars and 00/100 (\$195,000.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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 waiver 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$682.50

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 9034-1071-07
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **9034-1071-07**
SEC 36 TWP 16 RGE 23
PLAT BOOK J PAGE 286
SILVER SPRINGS SHORES UNIT 34
BLK 1071 LOT 7

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand Dollars and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand and 00/100 (\$195,000.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.
14. 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 to 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 and 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.
15. 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 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.
16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
 - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
 - C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. 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.
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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 9034-1071-07

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$195,000.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Fifteen Thousand and 00/100 (\$15,000.00)**, for a total of **One Hundred Ninety Five Thousand Dollars and 00/100 (\$195,000.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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 waiver 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Record and Return to:
Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$705.60

This Document Prepared By:
Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8005-0852-22
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **8005-0852-22**
SEC 23 TWP 17 RGE 21
PLAT BOOK O PAGE 081
MARION OAKS UNIT 5
BLK 852 LOT 22

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$21,553.00)**, for a total of **Two Hundred and One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$201,553.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.
14. 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 to 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 and 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.

15. 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 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.
16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagor to Mortgagee under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.

24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
- (3) Any other environmental, health or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. 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.
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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,553.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$21,553.00)**, for a total of **Two Hundred and One Thousand Five Hundred Fifty Three Dollars and 00/100 (\$201,553.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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 waiver 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$705.60

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8009-1265-06
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **8009-1265-06**
SEC 08 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$21,525.00)**, for a total of **Two Hundred and One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$201,525.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.

14. 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 to 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 and 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.

15. 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 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.

16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:

- A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
- B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
- C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
- (3) Any other environmental, health or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. 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.
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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,525.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$21,525.00)**, for a total of **Two Hundred and One Thousand Five Hundred Twenty Five Dollars and 00/100 (\$201,525.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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 waiver 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Record and Return to:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Rec. Fees: \$112.00
DS: \$704.55

This Document Prepared By:

Marion County Community Services Department
2710 E Silver Spring Blvd.
Ocala, Florida 34470

Property Appraiser's Parcel ID No.: 8009-1171-28
Owner: Habitat for Humanity of Marion County, INC.

**MORTGAGE LIEN
FOR REAL PROPERTY ACQUIRED OR IMPROVED
IN WHOLE OR IN PART WITH SHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Habitat for Humanity of Marion County, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with a principal address of 1321 SE 25th Loop, Suite 103, Ocala, FL 34471, and ("Mortgagor").

WHEREAS, Mortgagee is the administrator of the State of Florida Housing Initiative Partnership (SHIP); and

WHEREAS, pursuant to law, SHIP has made available to Mortgagor, through Mortgagee, certain funds to be used in the acquisition of certain real property described herein; and

WHEREAS, upon completion of acquisition Mortgagor will construct a single-family unit and subsequently sell the unit to low income eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed **March 5, 2024**, entitled SHIP Single Family Housing Construction Agreement (the "Agreement"); 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;

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 grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto 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:

Parcel ID # **8009-1171-28**
SEC 21 TWP 17 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1171 LOT 28

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter 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 leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. SHIP funds in the amount of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Two Hundred Fifty Dollars and 00/100 (\$21,250.00)**, for a total of **Two Hundred and One Thousand Two Hundred Fifty Dollars and 00/100 (\$201,250.00)** have been provided to or for the benefit of Mortgagor to assist in the acquisition and/or construction of the Mortgaged Property.
3. 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.
4. 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.
5. This Mortgage shall terminate upon the real estate closing representing the sale to a qualified homebuyer. Upon termination or expiration, Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of Marion County, Florida.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Mortgagor further covenants and agrees that 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.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.

13. 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, including 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.
14. 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 to 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 and 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.
15. 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 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.
16. 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 until sale and closing 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 agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagor to Mortgagee under this future advance clause.

17. 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.
18. 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.
19. 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.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
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. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. 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.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
 - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
 - C) Indemnification.
 - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including

strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.

- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.
- D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:
- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
 - (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
 - (3) Any other environmental, health or safety matter affecting Mortgagor;
- (All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.
- E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

25. 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.

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 year exceed the highest lawful rate of interest permitted in the State of Florida.

27. 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.
28. 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.

[This portion of page intentionally blank. Signatures to follow.]

IN WITNESS THEREOF, Mortgagor has executed this Mortgage on the _____ day of _____, 2024

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

Property Appraiser's Parcel ID No.: 8005-0852-22

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

\$201,250.00

DATE: _____, 2024

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 of **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000.00)** plus value of land based on Marion County Property Appraisers value of **Twenty One Thousand Two Hundred Fifty Dollars and 00/100 (\$21,250.00)**, for a total of **Two Hundred and One Thousand Two Hundred Fifty Dollars and 00/100 (\$201,250.00)** 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 Marion County, or if its units are used for purposes other than construction of a single-family unit to see low income eligible people.

In the event the undersigned ceases to use the Property as intended, 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.

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 Mortgage Lien for Real Property Acquired Or Improved In Whole Or In Part With SHIP Funds (the "Mortgage") held by Lender. The Borrower and Lender have also entered into an Agreement Between Marion County and Contractor for SHIP Funds (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, 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 acquisition of real property. The maturity date of this Note shall be the date of real estate closing for sale to a qualified homebuyer or on this 5th day of **October, 2025**; whichever occurs first.
- B) 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.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to sell home to qualified homebuyer 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. Indemnification

Borrower shall at all times hereafter indemnify, hold harmless and defend LENDER, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of LENDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or Property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LENDER until all of LENDER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LENDER.

7. 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.

8. 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.

9. 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.
10. 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 5th day of October, 2025.

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

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

WITNESS:

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

Habitat for Humanity of Marion County, INC.

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing mortgage was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Rob Peters, President & CEO of Habitat for Humanity of Marion County, Inc., a Florida nonprofit corporation, on behalf of said corporation who is personally known to me _____ or _____ who produced FLDL as identification and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____