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59.15



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
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REC FEES: \$69.50 INDEX FEES: \$0.00
DDS: \$0 MDS: \$59.15 INT: \$0

DEFERRED LOAN MORTGAGE

Prepared By and Return To:
Marion County Community Services Department
2631 SE Third St.
Ocala, Florida 34471

**SHIP PURCHASE ASSISTANCE PROGRAM
M O R T G A G E**

THIS SUBORDINATE MORTGAGE is made this 19th day of May, 2017, between Mortgagor, **Jeremy M. Gatch and Nicole A. Gatch**, (herein "Borrower"), and the Mortgagee, Marion County, a political subdivision of the State of Florida (herein "Lender"), organized and existing under the laws of the State of Florida whose address is 2631 SE Third St., Ocala, Florida 34471.

WHEREAS, Borrow is indebted to Lender in the principal sum of **Sixteen Thousand Eight Hundred Sixty Two and 94/100 Dollars (\$16,862.94)** which indebtedness is evidenced by Borrower's note dated **May 19th, 2017** (herein "NOTE").

In addition to this Loan, the Borrower obtained a Mortgage Loan (the "First Mortgage Loan") on even date to this Mortgage from **American Financial Resources, Inc.** (the "Senior Lien Holder") which loan is secured by a first mortgage lien on the Property (the First Mortgage"). The documents evidencing or securing the First Mortgage Loan are collectively referred to herein as the First Mortgage Loan Documents.

IN CONSIDERATION of the aggregate sum named in the Promissory Note hereinafter described, and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant, bargain, sell, convey and confirm unto Lender, in fee simple, all those certain lands, situate, lying and being in Marion County, Florida, described as follows:

Lots 13 and 14, Block B, HIBISCUS PARK UNIT NO. 2, as per plat thereof recorded in Plat Book F, Page 58, Public Records of Marion County, Florida. Parcel ID #: 3545-002-013

which has the address of **7597 SW 80th Place, Ocala, FL 34476** OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA (herein "Property Address")

ANY DEFAULT UNDER THE TERMS OF THE FIRST MORTGAGE SHALL CONSTITUTE A DEFAULT UNDER THE TERMS OF THIS SECOND MORTGAGE, AND THE LENDER HEREIN SHALL HAVE ALL THE RIGHTS AND PRIVILEGES GRANTED TO IT UNDER THE TERMS OF THIS SECOND MORTGAGE IN THE EVENT OF SUCH DEFAULT. LENDER, AT ITS DISCRETION, AND WITHOUT ANY DUTY TO DO SO, MAY CURE ANY DEFAULT IN SAID FIRST MORTGAGE. CURE BY LENDER OF THE FIRST MORTGAGE SHALL NOT BE CONSTRUED AS A CURE BY BORROWER UNDER THE TERMS OF THIS MORTGAGE.

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

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property", whether now owned or hereafter acquired by Borrower;

AND Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has full power and lawful right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CONDITIONED, HOWEVER, that if Borrower shall pay or cause to be paid to Lender, its successors or assigns, together with such interest as may be provided for in the Promissory Note or by this Second Mortgage, prior to maturity, the principal sum of **Sixteen Thousand Eight Hundred Sixty Two and 94/100 Dollars (\$16,862.94)**, funded as follows: **\$16,862.94 SHIP funds** as stated in that certain Promissory Note of even date herewith ("Note"), and if Borrower shall fully perform all the covenants, conditions and terms of this Mortgage, then this Mortgage shall be void, otherwise this Mortgage shall remain in full force and effect until the Note is paid in full or upon final maturity.

Borrower and Lender covenant and agree as follows:

1. First Mortgage Modifications. Lender consents to any modifications of the first mortgage, including repayment terms; provided, however, that the principal amount of the first mortgage is not increased.

2. Payment of Indebtedness. Borrower shall pay all principal and interest and other sums of money payable according to the terms of the Note and this Mortgage.

3. Taxes and Assessments. Borrower shall pay, before they become delinquent, all taxes and assessments of every nature affecting the Property, and all other charges and encumbrances which now or hereafter are a lien upon the Property or any part thereof. Notwithstanding the foregoing, Borrower shall have the right to contest any tax or assessment made against the Property provided that Borrower shall comply with the appropriate procedures for such contest established by law, ordinance or otherwise.

4. No Waste. Borrower will permit, commit or suffer no waste, impairment or deterioration of the Property and will keep and maintain all improvements now or hereafter on the Property in sound condition and good repair.

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

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, after at least ten (10) days notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and

entry upon the Property to make repairs. Any amounts disbursed by Lender shall become additional indebtedness of Borrower secured by this Mortgage and shall bear interest at the rate of twelve percent (12%) per annum.

7. Acceleration. The whole of the indebtedness hereby secured shall become due and payable, at the option of Lender, (i) after default in the performance of any covenant herein, which default remains uncured for fifteen (15) days after notice of said default, or (ii) upon institution of foreclosure proceedings of any other mortgage or lien affecting the Property which is not dismissed within fifteen (15) days thereafter, and this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Borrower and same are secured hereby.

8. Affordability Period. The Borrower covenants to use the Property as the Borrower's principal residence, and that the Property shall not be sold, leased, conveyed, abandoned, transferred or refinanced for at least five (5) years in the case of the HOME / NSP Note and thirty (30) years in the case of the SHIP Note from the date hereof (the "Affordability Period") except as may be otherwise provided in the Promissory Note, applicable statutes, regulations and the County's Local Housing Assistance Plan (LHAP). For purposes of this paragraph, refinancing shall include origination of any new or additional mortgage financing without the prior, written approval of Lender.

9. Transfer of Property. In the event the Borrower ceases to use the Property as Borrower's principal residence, or otherwise transfers, assigns, sells, refinances, mortgages, or in any manner disposes of all or a portion of the Property, or any interest therein, then at the Lender's option, the whole of the indebtedness secured hereby shall become immediately due and payable and such outstanding indebtedness shall bear interest at the rate of twelve percent (12%) per annum from the date of such cessation of use as Borrower's principal residence or transfer, assignment, sale, refinance, mortgage or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinance, mortgage or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collections by foreclosure or otherwise, including attorney's fees, shall be paid by Borrower and secured hereby.

10. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of the Note, or the performance of any covenant or obligation hereunder, Lender shall be entitled to the appointment of a receiver to take charge of the Property, to collect the rents, issues and profits there from, and to complete any construction and care for the jurisdiction thereof as a matter of right to the Lender and all rents, profits, incomes, issues and revenues of the Property are hereby assigned and pledged as further security for payment of the indebtedness hereby secured with the right on the part of Lender at any time after default hereunder, which default remains uncured upon the expiration of any applicable curative period, to demand and receive the same and apply the same on the indebtedness hereby secured.

11. Condemnation. In the event the Property, or any part thereof, shall be condemned or taken for public use under powers of eminent domain, Lender shall have the right to demand that all money awarded for the appropriation thereof, or damage to the Property, whether by reason of such condemnation or by agreement of the parties in lieu thereof shall be paid to Lender up to the amount of the outstanding indebtedness of the obligation secured hereby. Such condemnation or application shall not otherwise affect or vary the obligation of Borrower to pay the indebtedness.

12. Notice. Except for any notice required under applicable law to be given in another manner: a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address state herein or to such other address as Lender may designate by notice to Borrower as provided herein.

13. Persons Bound. All covenants and stipulations in these presents contained shall bind the heirs, executors and administrators, successors and assigns of Borrower and Lender, and shall inure to the benefit of and be available to the successors and assigns of Borrower and Lender, as appropriate.

14. Usage. The use of any gender herein shall include all genders, and the word "Borrower", if it appears that there is more than one, shall, wherever herein used, be construed in the plural; and all the covenants, agreements and undertakings herein set forth shall be joint and several.

15. Severability. If any provision of this Mortgage shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, shall be affected thereby, but instead shall be enforceable to the maximum extent permitted by law.

16. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Mortgage.

17. Time of Essence. It is specifically agreed that time is of the essence of this mortgage.

18. Insolvency. Should a receiver be appointed for Borrower or should Borrower become unable to pay its debts as they mature, then this Mortgage and the Note shall become immediately due and payable and Lender shall have the right at its option to immediately foreclose this Mortgage without notice.

19. Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Florida.

20. Compliance with Laws. Borrower warrants and represents that Borrower has complied, and shall hereafter comply, with all valid laws, rules, ordinances and regulations of the Federal, state and local government, and all agencies and subdivisions thereof which laws, rules, ordinances and regulations apply or relate to the Property.

21. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for fifteen (15) days after the due date, or in the event of any other default hereunder which remains uncured for fifteen (15) days after notice from Borrower to Lender, Lender shall have, in addition to the rights and remedies specified herein, all other rights and remedies provided by law or in the Note. The remedies of Lender, as provided herein or in the Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefore may arise. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

22. Recapture. In the event of a foreclosure suit brought by either Lender or a first mortgagee results in a foreclosure sale in which there are no surplus funds available to recapture any part of the SHIP / NSP loan amount, such amount will be forgiven. However, if such foreclosure sale yields proceeds in excess of the amount required to satisfy the foreclosure judgment and there are sufficient surplus proceeds to permit distribution to Lender, such funds shall be applied by Lender towards recapture of the SHIP / NSP loan amount, as evidenced by Promissory Note attached hereto, according to the following formula:

Recapture shall be an amount determined through multiplying the amount of such surplus sale proceeds (Net Proceeds) by a fraction, the numerator of which is the total amount of the SHIP / NSP funds invested into the Property (SHIP Subsidy) and the denominator of which is the combined total amount of SHIP / NSP subsidy plus the Homeowner's Investment (the homeowner's total down payment

and capital improvement investment contributions from his own funds), collectively the "Combined Total Investment".

Expressed mathematically, the SHIP / NSP Recapture Formula shall be as follows:

$$\text{Recaptured Funds} = \frac{\text{SHIP/NSP Subsidy}}{\text{Combined Total Investment}} \times \text{Net Proceeds}$$

23. Foreclosure of First Mortgage. In the event of a foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

24. Conflict with First Mortgage or Note. If any provision of this Promissory Note or this second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

25. Loan Intended as Personal Benefit. The loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's Affordable Housing Programs. The loan, therefore, is made at an interest rate and upon terms generally more favorable to the Borrower than would otherwise be available to the public at large. Accordingly, Borrower understands that this loan is intended to be a personal benefit and not solely as an instrument to increase the value of this property, or as a benefit that can be transferred to successive owners of the property. Therefore, the Borrower agrees to occupy the home for a period of two (2) years as the owner-occupant. A prepayment penalty of \$5,000 will be due and payable if transfer of the property is made within the first two (2) years of closing.

26. Release. Upon payment of all sums secured by this Mortgage or upon abiding by the terms of this mortgage for 30 years, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. The maturity date of this Mortgage shall be the first day of June, 2047.

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

[Signature]
Witness Signature

Klara Kissell
Witness Name Printed

[Signature]
Witness Signature

Frederick Franks Jr
Witness Name Printed

[Signature]
Jeremy M. Gatch

[Signature]
Witness Signature

Klara Kissell
Witness Name Printed

[Signature]
Witness Signature

Frederick Franks Jr
Witness Name Printed

[Signature]
Nicole A. Gatch

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing mortgage was acknowledged before me this 19th day of May, 2017, by Jeremy M. Gatch
Nicole A. Gatch who is/are personally known to me
or produced DC as identification and who did (did not)
take an oath.

Seal

[Signature]
Signature - Notary Public (SEAL)

Print Name: _____
My Commission Expires: _____



KLARA KISSELL
MY COMMISSION # GG 019409
EXPIRES: August 8, 2020
Bonded Thru Budget Notary Services

**MARION COUNTY
COMMUNITY SERVICES DEPARTMENT
PROMISSORY NOTE**

DEFERRED PAYMENT LOAN

DATE: May 19, 2017

\$16,862.94

Marion County, Florida

FOR VALUE RECEIVED, the undersigned promises to pay to the order of MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (Community Services Department), herein called the "County", or its successors, at 2631 SE Third St., Ocala, Florida 34471, or at such place as the County may designate in writing, the principal sum of **Sixteen Thousand Eight Hundred Sixty Two and 94/100 Dollars (\$16,862.94)**. This note shall bear interest at 0% per annum except as provided below.

In the event the undersigned ceases to use the real property as undersigned's principal residence, or otherwise transfers, assigns, sells, refinances or in any manner disposes of all or a portion of the property, or any interest therein, which is subject to this Mortgage described below securing this Promissory Note, then the principal amount hereunder shall immediately become due and payable and such outstanding principal shall bear interest at the rate of twelve percent (12%) per annum from the date of such cessation of use as maker's principal residence, transfer, assignment, sale, mortgage, refinance or other conveyance until paid in full.

This Promissory Note may be prepaid in full at any time without penalty with the exception of sale within the first two years of ownership as described in Number 23 of the Mortgage.

This Promissory Note and Mortgage securing payment of this Promissory Note are expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note of even date herewith made by Borrower and secured by that certain First Mortgage from Borrower to **American Financial Resources, Inc.** also of even date herewith.

Any payment not made when due, shall bear interest at the rate of twelve percent (12%) per annum until paid, and in addition the undersigned will pay County a "late charge" equal to five percent of any payment due hereunder which is more than fifteen days past due which shall be for the purpose of reimbursing County for out-of-pocket direct expenses incurred by reason of such late payment.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by the undersigned or received by County, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify County, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

The County shall have the optional right to declare the amount of the total balance hereof to be due and forthwith payable in advance of the maturity date of any sum due hereunder upon the failure to perform in accordance with any of the terms and conditions of the Mortgage securing this Promissory Note or in the payment of any amount due under this Promissory Note. Upon exercise of this option by the County, the entire unpaid principal shall bear interest at twelve percent (12%) per annum. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the right as to any continuing failure or breach or any subsequent failure or breach. Exercise of this option shall be without notice to the undersigned, notice of such exercise being hereby expressly waived.

Time is of the essence in the enforcement of this Promissory Note and, in case this Promissory Note is collected by law or through an attorney at law, or under advice therefrom, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees.

Reasonable attorney's fees are defined to include, without limitation, all fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after trial, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings, and the cost of paraprofessional personnel working under the supervision of an attorney.

The remedies of the County, as provided herein or in the Mortgage, shall be cumulative and concurrent, and may be pursued regularly, successively or together, at the sole discretion of the County, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of County, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by County and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

All persons now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, and diligence in collection; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the County hereof and further consent that the collateral security or any part thereof may be released, exchanged, added to or substituted for County hereof, without in any wise modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that the County, in order to enforce payment of this Promissory Note, shall not be required first to institute any suit or to exhaust any of its remedies against Maker or any other person or party to become liable hereunder.

This Promissory Note and the instruments securing it have been executed and delivered in, and their terms and provisions are to be governed and construed by the laws of the State of Florida.

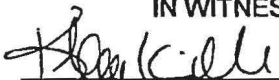
If more than one party shall execute this Promissory Note, the term "undersigned", as used herein, shall mean all parties signing this Promissory Note and each of them, who shall be jointly and severally obligated hereunder.

In this Promissory Note, whenever the context so requires, the neutral gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

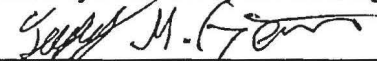
If any provision of this Promissory Note or Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

The maturity date of this Note shall be the first day of June, 2047.

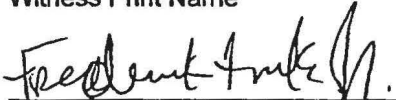
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.



Klara Kissell
Witness Print Name




Jeremy M. Gatch



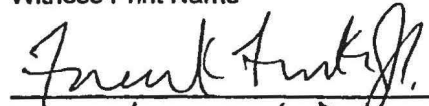
Frederick Franks Jr
Witness Print Name



Nicole A. Gatch



Klara Kissell
Witness Print Name



Frederick Franks
Witness Print Name