

**FIRST AMENDMENT TO  
THE  
AGREEMENT BETWEEN MARION COUNTY AND HOMEOWNER  
FOR STATE HOUSING INITIATIVES PARTNERSHIP  
HOUSING REHABILITATION**

THIS FIRST AMENDMENT to the Agreement ("the Agreement") is made and entered into by and between **Aubery Jacobs A.K.A. Aubrey Jacobs**, whose address is 7629 SE 36<sup>th</sup> Ave, Ocala, FL 34480, (hereinafter referred to as "Homeowner") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

**WITNESSETH**

**WHEREAS**, pursuant to the Agreement, HOMEOWNER'S home is to be removed and replaced under the Local Housing Assistance Plan (LHAP); and

**WHEREAS**, the Homeowner has requested the County to modify certain terms of the Agreement and the County is agreeable thereto; and

**WHEREAS**, the Parties wish to restate the modified terms of the Agreement to reflect their new understanding.

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

1. Casualty insurance proceeds payable for the loss of Homeowner's owner- occupied home will be deposited into an escrow or locked account. Homeowner is currently cooperating with Community Legal Services proceedings are now pending for a Judge to remove the Homeowner's deceased husband, Benjamin Jacobs's name from the existing First Mortgage, as he is the sole named Mortgage holder.
2. Homeowner will provide the COUNTY with a Payoff letter. Thereafter, COUNTY SHIP funds will used to pay off the existing Mortgage without utilizing any insurance claim proceeds. All insurance claim proceeds and charitable funds are then to be expended prior to the use of the remaining COUNTY SHIP funding.
3. All provision of the Agreement not specifically modified herein shall remain in full force and effect

*(Remainder of page intentionally left blank. Signature page follows.)*

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

ATTEST:

MARION COUNTY, a political subdivision of the state of Florida

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

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

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

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

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

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

HOMEOWNER

Aubrey D. Jacobs  
Signature Date 3.18.25

By: AUBERY JACOBS

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

WITNESS:

Vanessa Tucker 3.18.25  
Signature Date

Vanessa Tucker  
Printed Name