

Prepared By and Return To:  
Evelyn Rusciollelli  
Marion County Community Services  
1025-A SW 1<sup>st</sup> Avenue  
Ocala, FL 34474

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 01/30/2004 02:13:14 PM

FILE #: 2004012968 OR BK/PG 03630/1805

RECORDING FEES 10.50



## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT is entered into on January 16, 2004 by and between Willie Mae Scott, A Single Woman (hereinafter "borrower" and Marion County Board of County Commissioners (Community Services Department) (hereinafter "Lender") with reference to the following facts;

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

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

1. Effective January 23, 2004 the modified principal balance will be \$66,427.28.
2. Effective January 23, 2004 the loan will be reamortized using the modified principal balance of \$69,691.20, the initial interest fixed interest rate of 0 % and the \_\_\_\_\_ term of 420 months. The initial principal and interest payment due February 5, 2004 will be \$158.16. Escrows for taxes, insurance and termite policy will be in addition to this amount and adjusted annually. If not paid by the 20<sup>th</sup> of the calendar month, which includes the due date, the undersigned shall pay a late chard of Twelve and 00/100 Dollars (\$12.00) per calendar month or fraction thereof, on the amount past due and remaining unpaid.
3. The legal description of the Security Instrument that secures the loan is hereby amended and reads in full as follows:

Commencing at the Northeast corner of the Southeast  $\frac{1}{4}$  of Fractional Section 27, Township 13 South, Range 21 East, thence run South 00 degrees 01'35"E., along the East line of said Southeast  $\frac{1}{4}$ , a distance of 632.94 feet; thence run North 80 degrees 55'13"W. a distance of 701.01 feet to the Point of Beginning, thence continue North 89 degrees 55'13"W. a distance of 206.00 feet; thence run South 00 degrees 04'47"W. a distance of 423.00 feet; thence run South 89 degrees 55'13"E., a distance of 206.00; thence run North 00 degrees 04'47"E. a distance of 423.00 feet to the Point of Beginning.

4. Borrower warrants and represents to Lender that since the recording of the Security Instrument nothing has occurred that would create a change, lien or encumbrance affecting the property that would be superior to, or have priority over the lien of the Security Instrument, or otherwise adversely affect the security of the Note, as modified by this Agreement, other than the lien for taxes, if any, for taxes paid by such advance.

5. Except as expressly adjusted by this Agreement, all of the terms, covenants, conditions and agreements in the Note and Security Instrument remain unmodified and in full force and effect. If there is any conflict between the terms of the Agreement and the Terms of the Note, Security Instrument or any other document or instrument evidencing or securing the Loan, the terms of this Agreement will prevail. The Security Agreement continues to secure on a first and prior lien basis the due and punctual payment of the Note, as modified by this Agreement. Both Borrower and Lender acknowledge and agree that there are no agreements or understanding between them, except those that are reflected in this Agreement and in the documents pertaining to the Loan.

6. Applicant agrees to have all personal effects removed from the old home and acknowledges that the old home and surrounding debris will be demolished and removed as of this date.

This Agreement does not constitute a novation ore release of any persons heretofore or hereafter liable to Lender in connection with the Loan.

Willie Mae Scott

Willie Mae Scott

Walter Dobruck Jr.  
Witness:

Walt Dobruck Jr.  
Witness:

Evelyn Rusciolelli

Evelyn Rusciolelli  
Director, Community Services

Pamela Migliore  
Witness:

Pamela Migliore  
Witness:

State of Florida  
County of Marion

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2004 by Willie Mae Scott, who is personally known to me or who has produced a driver's license as identification.



Shawna Chancey  
Commission #DD228143  
Expires: Aug 12, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Shawna Chancey  
Notary Public SHAWNA CHANCEY

State of Florida  
County of Marion

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> of January, 2004 by Evelyn Rusciolelli, who is personally known to me or who has produced a driver's license as identification.



Shawna Chancey  
Commission #DD228143  
Expires: Aug 12, 2007  
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