#56598

THIRD MORTGAGE MODIFICATION AGREEMENT

THIS Mortgage Modification Agreement, made and entered into effective March 25th, 2021, by and between MILDRED LEE COLLINS, joined by her husband JOHNNIE LEE COLLINS, whose address is 644 Wilson Street, Lake City, Florida 32055, hereinafter called "Mortgagor", and MARGARET S. HORTON, whose address is 943 NW Brown Road, Lake City, Florida 32055, hereinafter "Mortgagee";

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of a Promissory Note in the original amount of $15,723.90, dated September 28, 2010 (hereinafter "Note"); and

WHEREAS, said Note is secured by a Mortgage dated September 28, 2010, encumbering real estate owned by Mortgagor in Columbia County, Florida, as recorded in Official Records Book 1202, Page 322, public records of Columbia County, Florida (hereinafter "Mortgage"); and

WHEREAS, the parties executed a Mortgage Modification Agreement and Note on January 5, 2011 adding additional money, with the new note amount being $24, 652.90, as recorded in Official Records Book 1207, Page 1894, public records of Columbia County, Florida; and

WHEREAS, the parties executed a Second Mortgage Modification Agreement and Note on April 18, 2011 adding additional money, with the new Note amount being $36,112.90, as recorded in Official Records Book 1213, Page 575, public records of Columbia County, Florida; and

NOW, therefore, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and other valuable considerations to each this day in hand paid by the other party hereto, the receipt of which and sufficiency of which is hereby acknowledged by the parties, do contract and agree as follows:

1. The Collinses shall make eighty-one (81) monthly payments of four hundred dollars ($400.00) each to Ms. Horton totaling $32,400.00 in payments, $28,706.79 of which is for the principal, $2,893.21 of which is for the 10% interest on the principal, and $800.00 of which is for Ms. Horton's attorney's fees. The first payment shall be due by no later than April 15, 2021. The remaining monthly payments shall be due by the 15th day of each successive month thereafter. The last payment (which will be the 81st payment) shall be due by no later than January 15, 2028. All payments will be made in the form of a cashier's check or money order.

2. The parties agree for the Collinses to have a twelve (12) month trial payment period and for the foreclosure action to be placed on inactive status for the twelve (12) month trial payment period. During the trial payment period, the Collinses shall mail their payments to the office of Ms. Horton's attorney to be postmarked no later than the 15th of each month. After the trial payment period, the Collinses shall mail their payments directly to Ms. Horton to be postmarked no later than the 15th of each month. Upon receiving the twelfth (12th) monthly

payment from the Collinses, Ms. Horton shall file a voluntary dismissal without prejudice in the action and shall mail a copy of this dismissal to the Collinses at the property address.

3. If the Collinses default on their monthly payments to Ms. Horton during the trial payment period, Ms. Horton shall file in the foreclosure action an Affidavit stating the amount of the missed payment and the due date for the missed payment. Ms. Horton shall mail a copy of this Affidavit to the Collinses at the property address on the same day the Affidavit is filed in the action. The Collinses will have ten (10) business days (not including Saturdays, Sundays, or legal holidays) to file an Affidavit disputing that they have defaulted on their monthly payments to Ms. Horton pursuant to this Settlement Agreement. If the Collinses do not file an Affidavit disputing the alleged default within ten (10) business days, a Final Judgment of Foreclosure shall be granted and a Writ of Possession shall be issued in favor of Ms. Horton without a court hearing. If the Collinses file an Affidavit within the ten (10) days disputing the alleged default, a court hearing shall be held solely on the issue of whether the alleged default has in fact occurred. If Ms. Horton prevails at such a hearing, a Final Judgment of Foreclosure shall be granted and a Writ of Possession shall be issued in favor of Ms. Horton and the Collinses shall be liable for Ms. Horton's attorney's fees and costs associated with this hearing.

4. Mortgagor expressly represents to Mortgagee that to the best of Mortgagor's knowledge the subject property and improvements thereon have not in the past been used, and are not presently being used, and will not in the future be used, for the manufacture, handling, storage, transportation or disposal of hazardous or toxic material. Mortgagor agrees to indemnify, defend and hold Mortgagee harmless from and against any loss to Mortgagee as a result of such past, present or future use, manufacture, handling, storage, transportation or disposal of hazardous or toxic materials. Mortgagee, at its sole option, may obtain, at Mortgagor's expense, a report from a reputable environmental consultant of the Mortgagee's choice as to whether the property and improvements have been or are presently being used for handling, manufacturing, storage, transportation or disposal of hazardous or toxic materials. If the report indicates such past or present use, manufacture, handling, storage, transportation or disposal, Mortgagee may require that all violations with respect to hazardous or toxic materials be corrected and/or that Mortgagor obtain all necessary environmental permits. Any default under this paragraph shall be a material default under the Note and Mortgage.

5. WAIVER OF TRIAL BY JURY: MORTGAGOR AND MORTGAGEE KNOWLINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ALL LOAN DOCUMENTS AND OTHER AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ARISING OUT OF, UNDER, OR IN CONECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, WHETHER IN CONNECTION WITH MAKING OF THE LOAN, COLLECTION OF THE LOAN, OR OTHERWISE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE'S MAKING THE LOAN EVIDENCED BY THIS AGREEMENT.

6. In the event it is determined that additional documentary stamp taxes or intangible taxes are due on this Mortgage Modification Agreement, Mortgagor agrees to pay the same promptly.

7. All other terms and conditions of the subject Note(s) and Mortgage not modified by this Agreement, including all prior modifications, shall remain in full force and effect, and nothing contained herein shall be construed to impair the security or lien thereof.

WITNESS our hands and seals on the date(s) set out below.

This Third Mortgage Modification Agreement is hereby signed and affirmed by JOHNNIE COLLINS on this 25th day of March, 2021.

X Johnnie Collins Jr
JOHNNIE COLLINS, Mortgagor

3-25-2021
Date of Signature

STATE OF FLORIDA)
COUNTY OF COLUMBIA)

Sworn and subscribed before me on this 25th day of March, 2021, by JOHNNIE COLLINS who has produced FL DL exp. 5/2024 as identification and who took an oath.

JENNIFER L. FEAGLE
Notary Public-State of Florida
Commission # GG 973611
My Commission Expires
May 17, 2024

Jennifer L. Feagle
NOTARY PUBLIC STATE OF FLORIDA
Name: Jennifer L. Feagle
My Commission Expires: 5-17-2024

This Third Modification Agreement is hereby signed and affirmed by John Collins as POA for Mildred Collins on this 25th day of March, 2021.

John Collins
JOHN COLLINS as POA for MILDRED COLLINS, Mortgagor

3-25-2021
Date of Signature

STATE OF FLORIDA)
COUNTY OF COLUMBIA)

Sworn and subscribed before me on this 25th day of March, 2021, by John Collins as POA for Mildred Collins and who has produced FL DL exp. 5/2025 as identification and who took an oath.

JENNIFER L. FEAGLE
Notary Public-State of Florida
Commission # GG 973611
My Commission Expires
May 17, 2024

Jennifer L. Feagle
NOTARY PUBLIC – STATE OF FLORIDA

Name: Jennifer L. Feagle
My Commission Expires: 5-17-2024

This Third Modification Agreement is hereby signed and affirmed by MARGARET HORTON on this ______ day of March, 2021.

MARGARET HORTON, Mortgagee

3/ /
Date of Signature

STATE OF FLORIDA)
COUNTY OF COLUMBIA)

Sworn and subscribed before me on this ______ day of March, 2021, by MARGARET HORTON, who has produced ____________________ as identification and who took an oath.

Jeanette Kirby
Notary Public
State of Florida
Comm# HH070503
Expires 12/9/2024

NOTARY PUBLIC – STATE OF FLORIDA

Name: ____________________
My Commission Expires: ____________

CODES: 2020 Florida Building Code 7th Edition and the 2017 National Electrical Code.

Application is hereby made to obtain a permit to do work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction.

TIME LIMITATIONS OF APPLICATION : An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless pursued in good faith or a permit has been issued.

TIME LIMITATIONS OF PERMITS: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time work is commenced. A valid permit receives an approved inspection every 180 days. Work shall be considered not suspended, abandoned or invalid when the permit has received an approved inspection within 180 days of the previous approved inspection.

FLORIDA'S CONSTRUCTION LIEN LAW: Protect Yourself and Your Investment: According to Florida Law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. This means if a lien is filed against your property, it could be sold against your will to pay for labor, materials or other services which your contractor may have failed to pay.

NOTICE OF RESPONSIBILITY TO CONTRACTOR AND AGENT: ***YOU ARE HEREBY NOTIFIED*** as the recipient of a building permit from Columbia County, Florida, you will be held responsible to the County for any damage to sidewalks and/or road curbs and gutters, concrete features and structures, together with damage to drainage facilities, removal of sod, major changes to lot grades that result in ponding of water, or other damage to roadway and other public infrastructure facilities caused by you or your contractor, subcontractors, agents or representatives in the construction and/or improvement of the building and lot for which this permit is issued. No certificate of occupancy will be issued until all corrective work to these public infrastructures and facilities has been corrected.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

OWNERS CERTIFICATION: I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

NOTICE TO OWNER: There are some properties that may have deed restrictions recorded upon them. These restrictions may limit or prohibit the work applied for in your building permit. You must verify if your property is encumbered by any restrictions or face possible litigation and or fines.

MAIGACET Horton — Margaret Horton

Printed Owners Name — **Owners Signature**

****Property owners must sign here before any permit will be issued.**

CONTRACTORS AFFIDAVIT: By my signature, I understand and agree that I have informed and provided this written statement to the owner of all the above written responsibilities in Columbia County for obtaining this Building Permit including all application and permit time limitations.

Contractor's Signature

Contractor's License Number CRC040926

Columbia County Competency Card Number ______________

Affirmed and subscribed before me the Contractor by means of ☒ **physical presence or** ☐ **online notarization, this**

18 **day of** November **20**22, **who was personally known** ✓ **or produced ID** ____________

Emaleigh Williams

State of Florida Notary Signature (For the Contractor)

SEAL: NOTARY PUBLIC STATE OF FLORIDA EMALEIGH WILLIAMS MY COMMISSION # HH 323283 EXPIRES: October 18, 2026