



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: September 6, 2018

Meeting Date: September 20, 2018

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: \_\_\_\_\_

*Ben Scott*

### 1. Nature and purpose of agenda item:

**BCC Administration - Release of Lien - Suwannee River Economic Council (S.H.I.P.) - Barbara B. Hatcher - \$12,000**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

Is this a budgeted item?

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N/A

☐

Yes Account No. \_\_\_\_\_

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

Fund: \_\_\_\_\_

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

### For Use of County Manager Only:

☒

Consent Item

☐

Discussion Item

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That COLUMBIA COUNTY, FLORIDA a political subdivision existing under the laws of the State of Florida, whose address is c/o Clerk of Circuit Court, Columbia County Courthouse, PO Drawer 1529, Lake City FL 32056, hereinafter referred to as "Mortgagee", in consideration of the covenants and agreements hereinafter set forth, and the further consideration of the making of a loan to Barbara Blake Hatcher, whose address is 2480 SW Pinemount Road, Lake City, FL 32024, hereinafter referred to as "Mortgagor", by First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC whose address is PO Box 692409, San Antonio, TX 78269, does hereby agree as follows:

1. Mortgagee subordinates the lien of that certain lien agreement under the State of Florida Housing Initiative Partnership Program given by Barbara Blake Chapman (now known as Barbara Blake Hatcher) to Mortgagee dated May 19, 2017 and recorded in Official Record Book 1337, pages 987-990, public records of Columbia County, Florida, given to secure the sum of \$12,000.00, hereinafter referred to as "Mortgagee's Lien" to the lien of that certain mortgage from Barbara Blake Hatcher, a married woman, herein joined by her spouse, Levi J. Hatcher to First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC, dated \_\_\_\_\_, recorded in Official Record Book \_\_\_\_\_, pages \_\_\_\_\_, public records of Columbia County, Florida, and given to secure the original principal sum of \$ \_\_\_\_\_, hereinafter referred to as "First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC Mortgage".
2. In consideration of the subordination, First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC agrees that it shall make no future advances to Mortgagors or any successors in interest under First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC so long as the obligation secured by Mortgagee's Lien shall remain outstanding, excepting, however, all necessary costs to protect the security of First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC's Mortgage, including taxes, insurance and similar expenses to preserve and protect First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC's security as well as costs and attorneys' fees that may be incurred in the collection or enforcement of the obligation secured by First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC's Mortgage.
3. (Insert name of Lending institution) may, without affecting the priority of (insert name of Lending institution)'s Mortgage, one or more times, in its judgment, renew, extend, modify, postpone and/or

refinance the obligation secured by (insert name of Lending institution)'s Mortgage, grant releases and discharges generally and make changes in the terms of (insert name of Lending institution)'s Mortgage without notice to or approval of Mortgagee herein, provided that the total amount secured by First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC's Mortgage shall not exceed \$103,630.00 in amount with interest thereon, and sums that First Guaranty Mortgage Corporation, dba goodmortgage.com, ISAOA ATIMAC/O Rushmore Loan Management Services LLC may advance to protect the security and enforce payment thereof, as aforesaid.

4. Except as herein specifically provided, the term, condition and covenants of the Mortgagee's Lien shall remain unchanged.

IN WITNESS WHEREOF, Columbia County, Florida, a political sub-division existing under the laws of the State of Florida, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed, Sealed, and Delivered  
in the presence of:

COLUMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
DeWitt Cason  
Clerk of Court, Columbia County FL

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing release and satisfaction of lien agreement under State of Florida Housing Initiatives Partnership Program was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by DeWitt Cason, Clerk of Court, Columbia County, FL, who is personally known to me.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type name of Notary  
My Commission Expires: