

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:	11/3/2021		Meeting Date:	11/23/2021
Name:	John Crews		Department:	BCC Administration
Division Manager	's Signature:	all		

1. Nature and purpose of agenda item:

SHIP Subordination Agreement - Shannon Ott

2. Recommended Motion/Action:

Approve the Subordination Agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Suwannee River Economic Council, Inc. Post Office Box 70 Live Oak, Florida 32064

Administrative Office – Phone (386) 362-4115 Fax (386) 362-4078 E-Mail: <u>mattpearson@suwanneeec.net</u> Website: <u>www.srecinc.org</u>

October 27, 2021

Mr. David Kraus County Manager Columbia County PO Box 1529 Lake City, Florida 32056-1529 NOV 1- 2021

Board of County Commissioners Columbia County

Re: SHIP Subordination Agreement for Shannon Ott

Dear Mr. Kraus:

Enclosed is a Subordination Agreement for Columbia County SHIP client Shannon Ott. Ms. Ott is seeking to refinance her home mortgage to get a lower interest rate and a lower monthly payment.

If approved by the County's Board of County Commissioners, please execute the Subordination Agreement and return it to our office for processing.

Sincerely,

Matt Pearson Executive Director

MP/ssb 🖒 Enclosures



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION "This institution is an equal opportunity provider and employer." Funded in part through a grant by the State of Florida Department of Elder Affairs THIS INSTRUMENT PREPARED BY: SPECIALTY AGENCY SOLUTIONS LLC 600 W GERMANTOWN PIKE, STE. 450 PLYMOUTH MEETING, PA 19462 (866)-401-6423

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 <u>Shannon R. Ott, a Single Woman</u>, whose address is 541 NorthWest Sophie Drive, *White Springs*, 32096, *FL* hereinafter referred to as "Mortgagor", by Lakeview Loan Servicing LLC, whose address is 4425 Ponce de Leon Blvd, MS 5-251, Miami, FL 33146, does hereby agree as follows:

- Mortgagee subordinates the lien of that certain lien agreement under the State of Florida Housing Initiative Partnership Program given by <u>Shannon R. Ott, a Single Woman</u> to Mortgagee dated <u>05/07/2019</u> and recorded in Official Record Book 1384, pages 196, 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 <u>Shannon R. Ott, a Single Woman</u> to <u>Lakeview Loan Servicing LLC</u>, dated ______, recorded in Official Record Book ______, pages ______, public records of Columbia County, Florida, and given to secure the original principal sum of \$120,490.00, hereinafter referred to as "<u>Lakeview Loan Servicing LLC</u> Mortgage".
- 2. In consideration of the subordination, <u>Lakeview Loan Servicing LLC</u> agrees that it shall make no future advances to *Mortgagors* or any successors in interest under <u>Lakeview Loan Servicing LLC</u> so long as the obligation secured by Mortgagee's Lien shall remain outstanding, excepting, however, all necessary costs to protect the security of <u>Lakeview Loan Servicing LLC</u> Mortgage, including taxes, insurance and similar expenses to preserve and protect <u>Lakeview Loan Servicing LLC</u> security as well as costs and attorneys' fees that may be incurred in the collection or enforcement of the obligation secured by <u>Lakeview Loan Servicing LLC</u> Mortgage.
- 3. <u>Lakeview Loan Servicing LLC</u> may, without affecting the priority of <u>Lakeview Loan Servicing LLC</u> Mortgage, one or more times, in its judgment, renew, extend, modify, postpone and/or refinance the obligation secured by <u>Lakeview Loan Servicing LLC</u> Mortgage, grant releases and discharges generally and make changes in the terms of <u>Lakeview Loan Servicing LLC</u> Mortgage without notice to or approval of Mortgage herein, provided that the total amount secured by <u>Lakeview Loan Servicing LLC</u> Mortgage shall not exceed \$120,490.00 in amount with interest thereon, and sums that <u>Lakeview Loan Servicing LLC</u> 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 _____, 20____.

Signed, Sealed, and Delivered in the presence of:

COLUMBIA COUNTY, FLORIDA

BY: _____ James M. Swisher, Jr. 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 _____, 2021, by James J. Swisher, Jr., 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: