

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:
SHIP-

2. MEETING DATE:
July 18, 2017

3. REQUESTED MOTION/ACTION:

A motion to approve Deferred Payment Loan Agreement Jacqueline Shelleen Hunt - PA #544 for the construction of housing unit in Trenton, Florida 32693.

4. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : YES NO IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES NO BUDGET OFFICER APPROVAL _____ DATE

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

A motion to approve Deferred Payment Loan Agreement for - PA #544 in the amount of **\$20,000.00** for the construction of housing unit at Lot 32 NW 173rd Street, Trenton, Florida 32693.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	REVIEW COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				ADD 7-3-17	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:



LEVY COUNTY DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS ____ DAY OF _____, 20____, BY AND BETWEEN Jacquine Shellen Hunt, OF Levy County, Florida, hereinafter referred to as "Owner", and Levy County, a political subdivision of the State of Florida, hereinafter referred to as "County", pursuant to County's Down Payment/Closing Cost and Rehabilitation Assistance Program, hereinafter referred to as "DCCRAP", relates to the real property lying in the County of Levy, Florida, described as follows (herein "the property"):

LEGAL DESCRIPTION:

LOTS THIRTY-TWO(32), EXECUTIVE HOMES, A SUBDIVISION IN SECTION 28, TOWNSHIP 10 SOUTH, RANGE 15 EAST, LEVY COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 36, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

WITNESSETH:

WHEREAS, County has set-aside housing assistance funds under its DCCRAP which was prepared for County's participation in the State Housing Initiative Partnership (herein "SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

WHEREAS, Owner proposes to finance either a portion of down payment or closing cost payments associated with the purchase of the above-described property, or both, with the proceeds of a Deferred Payment Loan made pursuant to this Agreement and made available under said DCCRAP (herein "DPL");

NOW, THEREFORE, in consideration of the covenants contained herein, it is agreed:

1. The principal amount of the DPL is twenty thousand dollars Dollars (\$ 20,000). County will provide the principal amount of the DPL to the seller at the closing of the purchase of the property. The DPL funds will not be provided directly to the Owner.
2. There will be no interest due on the DPL, except as otherwise provided in this Agreement.
3. County will require repayment of the principal amount of the DPL if Owner fails to abide by any of the following provisions of this Agreement:

- a. Owner must continue to own the property and not transfer any of Owner's interest in the property for a minimum of ten (10) years from the date of execution of this Agreement by all parties to this Agreement (hereinafter "the Effective Date").
 - b. Owner must occupy, establish and use the property as Owner's principal residence and continue to occupy said property for ten (10) years after the Effective Date.
 - c. Owner must maintain the residence in conformance with all local building, zoning and other applicable ordinances or codes for ten (10) years beginning with the Effective Date.
4. County agrees to forgive the DPL after ten (10) years from the Effective Date; provided that all of the following requirements have been met: (a) the home located on the property remains occupied by Owner for such ten (10) year period; (b) Owner has continued to own the property and no interest in the property of Owner has been transferred during such ten (10) year period; and (c) Owner honors all requirements of this Agreement, of any promissory note provided by Owner to County in connection with the DPL or with the property, and of any mortgage entered into by Owner for the benefit of County that uses the property as security for the DPL or for any such promissory note.
5. If Owner violates this Agreement by selling the property or by the transferring of any of Owner's interest in the property by whatever means, prior to the expiration of the ten (10) year period provided in this Agreement, then the DPL principal amount shall be recaptured and the entire principal of the DPL shall be due within thirty (30) days of the date of the sale of the property by Owner, or within thirty (30) days of the date of transfer of any of Owner's interest in the property, whichever is applicable, and such amount shall be returned to County within such thirty (30) days. If Owner fails to occupy the home located on the property as Owner's primary residence prior to the expiration of the ten (10) year period provided in this Agreement, the entire DPL principal amount shall be due within thirty (30) days from the date that Owner fails to occupy the home located on the property as Owner's primary residence.
6. In the event that Owner is cited for violation of any local building, zoning or other ordinance or code, County will notify Owner to correct such violation(s) within thirty (30) days. If Owner does not correct such violation(s) within the time period stated, County will notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to Owner, Owner shall be required to pay County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If Owner continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.
7. The entire principal amount of the DPL will be due and payable immediately if Owner is found to have given materially false or inaccurate information or statements to County (or failed to provide County with any material information) in connection with the DPL or the DPL application, including, but not limited to, representations concerning (i) Owner's occupancy

of the property as a principal residence or (ii) Owner's household income. The DPL application submitted by Owner is hereby incorporated by reference in its entirety.

8. This Agreement shall constitute a lien on the property in the amount stated in paragraph 1 above. Said lien shall be satisfied in full when Owner has complied with the provisions of paragraph 4 of this Agreement or when Owner has paid to County the total principal amount of the DPL.

9. If Owner violates any of the provisions of this Agreement but is unable to pay the total amount due when due, County may allow repayment of the amount due over a term not to exceed ten (10) years, at a yield of four percent (4%) interest per annum, calculated from the date the amount became due. Additional collateral may be substituted for the property or a notice of lien may extend the lien currently on the property.

10. If any of the provisions set forth in this Agreement are violated, and the lien created by such violation are in default for a period of thirty (30) days, County may enforce the lien by a suit in equity according to the provisions of the Florida Statutes or other applicable law and Owner shall be responsible for all costs incurred in such proceedings or in any proceedings Owner may pursue to enforce its rights under the terms of this Agreement, including reasonable attorney's fees. Failure of County to exercise any option or right provided under this Agreement, or at law or in equity, shall not constitute a waiver of such option on any subsequent occasions.

11. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from American Financial Resources, Inc., the ("Senior Lien holder"), which loan is secured by a first mortgage lien (the "First Mortgage") on the property. County acknowledges and agrees that this DPL Agreement, and the lien created hereby, is subject and subordinate in all respects to the liens, terms, covenants, and conditions of the First Mortgage Loan, and to all advances heretofore made, or which may hereafter be made, pursuant to the First Mortgage Loan, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage Loan or for any other purpose expressly permitted by the First Mortgage, or (b) constructing, renovating, repairing, furnishing, fixing or equipping the mortgaged premises. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith.

In the event of a foreclosure of the First Mortgage any provisions herein or any provisions of any other collateral agreement restricting the Owner's ability to sell the property shall have no further force or effect. The lien of this DPL Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage; provided, however, that (i) County has been given thirty (30) days written notice of a default under the First Mortgage, and (ii) County has not cured the default under the First Mortgage within the 30-day period provided in such notice.

12. Owner shall keep any improvements to the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Senior Lien holder requires insurance. This insurance shall be maintained

for the full replacement value of such improvements and shall be kept in force during the ten (10) year term beginning on the Effective Date.

BY SIGNING BELOW, Owner and County accept and agree to the terms and covenants contained in this Deferred Payment Loan Agreement.

Jaquie Shelton
Owner

Natalie Thomas
Witness Print Name: Natalie Thomas

Janelle Lundy
Witness Print Name: Janelle Lundy

Owner

Witness Print Name: _____

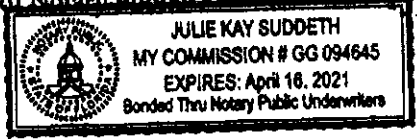
Witness Print Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

Before me, the undersigned authority, this 19 day of June, 20 17, personally appeared Jaquie Shelton Hunt who acknowledge(s) before me that she (he/she/they) freely and voluntarily executed this Agreement for the purposes therein expressed.

Julie Suddeth
Signature of Notary Public
(STAMP)

Personally known _____ or Produced I.D. X
Type of identification produced FL DL exp 2/18/25



Attest:

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

Danny J. Shipp, Clerk of Court

John Meeks, Chairman

Approved as to form and legal sufficiency:

Anne Bast Brown
Anne Bast Brown, County Attorney

