

Hendry County
State Housing Initiatives Partnership
S.H.I.P. Program



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026



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I. Program Detail:

A.

Name of Local Government	Hendry County Board of County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida



Statutes, and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

- E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.
- F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.
- G. Public Input:** Public input will be solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input will be solicited through the local newspaper and other media formats to advertise the Local Housing Assistance Plan and the Notice of Funding Availability.
- H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.
- I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

All strategies will serve households meeting the definition of Special Needs first. After Special Needs, applications will be assisted for each strategy to meet the very low- and low-income set-asides.

First priority will be given to income qualified applicants with households qualifying as Special Needs as defined in 420.0004 (13), F.S.- “Person with special needs” means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s.409.1451(5); a survivor of domestic violence as defined in s.741.28; or a person



receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veteran’s disability benefits.

420.0004 (7), F.S. - “Disabling condition” means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

1. Expected to be a long-continued and indefinite duration; and
2. Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	x
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which



includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075, Florida Statutes, and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075, Florida Statutes, and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All program administration	10%
Third Party Entity/Sub-recipient	All program administration	0%

- R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence*



during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers), a single parent who has only owned a home with a former spouse while married, an individual who is a displaced homemaker and has only owned with a spouse, an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations, and an individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- S. Project Delivery Costs:** In addition to County administrative costs, project delivery costs may be required. Project delivery costs may include any time spent by Housing staff or County contracted third party consulting firm or firms, who perform housing program tasks, including any and all activities associated with completed project delivery. Project delivery fees charged will be reasonable cost and shall not prohibit the maximum activity award allocations as listed in the project activity categories named below. Project delivery costs shall not exceed 5% of the maximum award amount.
- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trade’s personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** With respect to the goals and beneficiaries of each LHAP strategy, the County shall through implementation of the various SHIP housing strategies, encourage the use of green materials, green design, green building principles and other elements that reduce long term costs relating to low maintenance and energy efficiency, in an attempt to lower utility and/or insurance costs.

Additionally, the SHIP program shall seek to provide cost effective “green” building features wherever possible. At a minimum:

1. Any appliances replaced or installed shall be Energy Star;
 2. Any door and/or window replaced or installed shall be Energy Star.
 3. Any lighting fixture replaced or installed shall be Energy Star.
 4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. (New home construction is presumed to meet the minimum insulation and sealing requirements).
 5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 15.
- V. Describe efforts to meet the 20% Special Needs set-aside:** Hendry County will meet the 20% Special Needs set-aside by providing repairs to properties located within Hendry County that are owned and occupied by special needs households. The County will market to this population through County publications, the County Government website, local churches, nonprofit agencies, and other community-based organizations that serve those with special needs and/or disabilities in an attempt to give priority for assistance to these households.

W. Describe efforts to reduce homelessness: No specific strategies are being utilized via the Hendry County SHIP program to reduce homelessness. However, the County SHIP program, in as much as it can, will support community-based organizations and programs in an attempt to assist homeless and at-risk-of homelessness residents in a manner that allows such individuals fair access to affordable permanent housing. Any homeless persons or families encountered by County S.H.I.P. administration will be referred to any local available resources as appropriate.

X. Contract award allocation amount:

a. Change Orders: Shall the need arise due to rehabilitation activity change order(s), or other such unforeseen conditions associated with all of the activity categories listed below that include or involve construction or rehabilitation activities, the County Administrator shall have the authority to approve a change order for up to \$9,999 as long as the contract amount does not exceed the maximum award amount. County Commission approval is required for a change order if the change order exceeds \$9,999 or if a change order combined with previously approved change order(s) would exceed \$9,999 or increase the cost above the maximum award amount.

b. Insurance coverage: The owner shall keep the dwelling and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said dwelling and appurtenant structure(s). Emergency Home Repair applicants are exempt from this requirement. The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name Hendry County as a Mortgagee and shall be with insurers acceptable to the County. The owner shall provide a certificate of insurance to the Hendry County SHIP Director prior to the closing of the mortgage. Said certificate shall provide a minimum of ten (10) days notice prior to cancellation. The owner shall provide to the County proof on an annual basis that the required insurance is in effect for another year. Receipt of certificates or other documentation of insurance or policies or copies of policies by the County which indicate less coverage than required does not constitute a waiver of the owner's obligation to fulfill the insurance requirements herein.

In the event of loss or damage to the Mortgaged Property, the owner will give to the County immediate notice thereof by mail, and the County may make and file proof of loss if not made otherwise promptly by or on behalf of the owner. Unless owner and County otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be paid to owner. If the Mortgaged Property is abandoned by owner, or if owner fails to respond to County within 30 days from the date notice is mailed by County to owner that the insurance carrier offers to settle a claim for insurance benefits, County is authorized to collect and apply the insurance proceeds to restoration or repair of the Mortgaged Property. In the event of foreclosure of this Mortgage, or of any transfer of title to the Mortgaged Property in extinguishment of such indebtedness, all right,



title, and interest of the owner in and to every such insurance policy then in effect, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the Mortgaged Property together with such policy and appropriate assignment of such right, title, and interest which shall be made by the owner.

Section II. LHAP Strategies: Housing Strategies

A. Purchase Assistance Program	Code – 1,2
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- a. Summary: The Hendry County Purchase Assistance Program assists first-time homebuyers by providing a portion of their down payment and closing costs. Eligible applicants may purchase newly constructed or existing single-family homes in Hendry County.
- b. Fiscal Years Covered: 2023-2024, 2024-2025, and 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$30,000.00 for Very low income; \$20,000.00 for Low income; and \$10,000.00 for Moderate income households.
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 5 Years
 - 4. Forgiveness: Forgiven at the end of the term
 - 5. Repayment: None due as long as the loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms. In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable. In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
 - 7. Loan Subordination: Each request for subordination and/or refinancing of The Highlands County Housing Purchasing assistance loan will be handled on a case-by-case basis. Subordinations are approved by the county attorney and shall only be approved when the refinancing will reduce the current loan payment or more favorable loan terms such as a lower interest rate. No subordination will be approved for cash out transactions.
- f. Recipient/Tenant Selection Criteria: Following the annual advertisement of the S.H.I.P. availability of funds in a local circulation newspaper, applications will be received on a first-qualified, first-served basis meeting the selection criteria in Section I.I. Applications will be



accepted until funds are expended.

1. The applicant must not exceed established income guidelines set forth by the State for “Anticipated Gross Household Income Limits Adjusted for Family Size” for Hendry County.
 2. The home must be located in Hendry County.
 3. Construction and/or purchase price cannot exceed the purchase price limits as set forth by the Florida Housing Finance Corporation for each fiscal year.
 4. After priority listed in Section I. I. is met, priority will be given to first time applicants, elderly applicants (age 62 or older), extremely low income, very low income and disabled households.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
- a. The purchase of manufactured homes is ineligible for this activity.
 - b. Mortgage recording fees shall not be included in the final award allocation cost.

B. Housing Rehabilitation/Repairs/Demolition Program	Code 3,4
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- a. Summary: The Housing Rehabilitation/Repairs/Demolition Program provides SHIP funds for eligible and qualified residents of owner occupied, single-family homes in Hendry County. Repairs will be made to substandard homes that are deemed to have building code violations, health (including accessibility) and safety hazards.

SHIP funds may be made available for costs associated with construction of single-family replacement homes, general property site improvements and demolition of homes that are determined to be deteriorated beyond repair. Assistance will be provided to only one household annually that qualifies as ELI, VLI or LI only. Moderate Income (MI) households will not be eligible for demolition and construction.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, and 2025-2026
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$50,000.00 for rehabilitation assistance and \$150,000.00 for demolition and construction of a single-family site-built home.
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
 2. Interest Rate: 0%
 3. Years in loan term: 5 Years for rehabilitative assistance and 10 years for demolition and replacement assistance.
 4. Forgiveness: Forgiven at the end of the term
 5. Repayment: None due as long as the loan is in good standing



6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms. In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable. In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria: Following the annual advertisement of the SHIP availability of funds in a local circulation newspaper, applications will be received on a first-qualified, first-served basis from all applicants meeting the selection criteria in Section I.I.
 - 1. The applicant must meet established income guidelines set forth by the State criteria for “Anticipated Gross Household Income Limits Adjusted for Family Size” for Hendry County.
 - 2. The home must be located in Hendry County.
 - 3. Where the cost of repairs exceeds 51% of the assessed (as determined by the Hendry County Property Appraiser) value of the building, no repairs will be made. Applicant will be considered for the demolition and replacement if qualifies.
 - 4. As a best practice, Hendry County adopts the +/- 15% methodology when selecting the lowest bid within the cost estimate range. Prior to bidding, the County will estimate the cost for the work. Bids received that are less than 85% of the estimate or are greater than 115% of the estimate will be rejected. Homeowners will have the option to submit a letter refusing a particular contractor’s services prior to soliciting bids. If such a letter is received, the County will advise the identified contractor not to bid. If the County does not receive such a letter prior to soliciting bids, the lowest most responsive bid will be accepted.
 - 5. After priority listed in Section I. I. is met, priority will be given to first time applicants, elderly homeowners (62 or older), extremely low income, very low income, and disabled households.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - a. Manufactured homes constructed after June 1994 will be eligible for housing assistance under this activity only when the following criteria are met: Must be owner occupied and is principal residence of the applicant, must contain the visible FDCA/FDEO state seal of approval, the land is also owned by the occupant, the repairs do not exceed the value described above in the selection criteria of the existing property and residence, and any and all repairs are within existing codes for the property. Not more than 20% of the funds from the distribution may be used for manufactured housing.
 - b. Mortgage recording fees shall not be included in the final award allocation cost, nor any fees that may cause the assistance to an applicant/home/project to exceed the maximum award



allocation for this activity. Recording fees may be allocated as grant funds and not included in the recorded mortgage.

c. Any site built or mobile home that is deemed beyond the cost of rehabilitation must be demolished on-site. The person or persons performing the demolition shall be a licensed contractor in good standing with the State of Florida and the Hendry County Building and Licensing Department. It shall be the responsibility of the awarded contractor and/or their subcontractor for the on-site demolition to ensure the safe, legal removal and appropriate disposal of the dilapidated structure. The contractor shall provide a paid invoice, statement or receipt from the place of demolition debris deposits.

C. Emergency Home Repair Program	Code 6
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- a. Summary: Assistance will be provided to eligible applicants to make emergency repairs to damaged or deteriorated areas of the home. S.H.I.P. funds may be made available for costs associated with one or more emergency repair needs including but not limited to dangerous flooring, plumbing, water leaks, electrical hazards, or any other immediate health and/or safety need.
- b. Fiscal Years Covered: 2023-2024, 2024-2025, and 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$15,000.00
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 5 Years
 - 4. Forgiveness: Forgiven at the end of the term
 - 5. Repayment: None due as long as the loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms. In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable. In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment .
- f. Recipient/Tenant Selection Criteria: Following the annual advertisement of the S.H.I.P. availability of funds in a local circulation newspaper, applications will be received on a first-



qualified, first-served basis from all applicants meeting the selection criteria.

1. The applicant must meet established income guidelines set forth by the State criteria for “Anticipated Gross Household Income Limits Adjusted for Family Size” for Hendry County.
2. The home must be located in Hendry County.
3. Where the cost of repairs exceeds 51% of the assessed (as determined by the Hendry County Property Appraiser) value of the building, no repairs will be made. If available, applicant will be referred to another county program for assistance.
4. As a best practice, Hendry County adopts the +/- 15% methodology when selecting the lowest bid within the cost estimate range. Prior to bidding, the County will estimate the cost for the work. Bids received that are less than 85% of the estimate or are greater than 115% of the estimate will be rejected. Homeowners will have the option to submit a letter refusing a particular contractor’s services prior to soliciting bids. If such a letter is received, the County will advise the identified contractor not to bid. If the County does not receive such a letter prior to soliciting bids, the lowest most responsive bid will be accepted.
5. After priority listed in Section I. I. is met, priority will be given to first time applicants, elderly homeowners (62 or older), extremely low income, very low income, and disabled households.

g. Sponsor Selection Criteria: N/A.

h. Additional Information:

a. Manufactured homes constructed after June 1994 will be eligible for housing assistance under this activity only when the following criteria are met: Must be owner occupied and is principal residence of the applicant, must contain the visible FDCA/FDEO state seal of approval, the land is also owned by the occupant, the repairs do not exceed the value described above in the selection criteria of the existing property and residence, and any and all repairs are within existing codes for the property. Not more than 20% (twenty percent) of the funds from the distribution may be used for manufactured housing.

b. Mortgage recording fees shall not be included in the final award allocation cost, nor any fees that may cause the assistance to an applicant/home/project to exceed the maximum award allocation for this activity. Recording fees may be allocated as grant funds and not included in the recorded mortgage.

D. Disaster Recovery Program	Code 5
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- a. SHIP funds may be used to provide emergency repairs to household following a disaster as declared by Executive Order of the President of the United States or by the Governor of the State of Florida. These repairs may include, but not limited to, weatherproofing damaged homes; interim repairs to avoid further damage; tree and debris removal required to make an affected, individual housing unit habitable; construction of wells or repairs to existing wells where public water is not available; post disaster assistance with non-insured repairs; demo/rebuild; soft costs required to process assistance applications and funds may be used to pay homeowner’s insurance deductibles to enable insured home repairs to be completed.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$50,000.00
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 5 Years
 - 4. Forgiveness: Forgiven at the end of the term
 - 5. Repayment: None due as long as the loan is in good standing
 - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms. In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable. In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment .
- f. Recipient/Tenant Selection Criteria: Following the annual advertisement of the SHIP availability of funds in a local circulation newspaper, applications will be received on a first-qualified, first-served basis from all applications meeting the selection criteria.
 - 1. The applicant must meet the established income guidelines set forth by the State criteria for "Anticipated Gross Household Income Limits Adjusted for Family Size" for Hendry County.
 - 2. The home must be located in Hendry County.
 - 3. Where the cost of the repairs exceeds 51% of the assessed (as determined by the Hendry County Property Appraiser) value of the building, no repairs will be made. If available, applicant will be referred to another county program for assistance.
 - 4. As a best practice, Hendry County adopts the +/- 15% methodology when selecting the lowest bid within the cost estimate range. Prior to bidding, the County or its designee will estimate the cost of the work. Bids received that are less than 85% of the estimate or are greater than 115% of the estimate will be rejected. Homeowners will have the option to submit a letter refusing a particular contractor's services prior to soliciting bids. If such a letter is received, the County will advise the identified contractor not to bid. If the County does not receive such a letter prior to soliciting bids, the lowest most responsive bid will be accepted.
 - 5. After priority listed in Section I.I. is met, priority will be given to first time applicants, elderly homeowners (age 62 or older), extremely low income, very low income, and disabled.
- g. Sponsor Selection Criteria: N/A



h. Additional Information:

- a. Manufactured homes constructed after June 1994 will be eligible for housing assistance under this activity only when the following criteria are met: Must be owner occupied and is principal residence of the applicant, must contain the visible FDCA/FDEO state seal of approval, the land is also owned by the occupant, the repairs do not exceed the value described above in the selection criteria of the existing property and residence, and any and all repairs are within existing codes for the property. Not more than 20% of the funds from the distribution may be used for manufactured housing.
- b. Mortgage recording fees shall be included in the final award allocation cost, nor any fees that may cause the assistance to an applicant/home/project to exceed the maximum award allocation for this activity. Recording fees may be allocated as grant funds and not included in the recorded mortgage.

III. LHAP Incentive Strategies

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3), F.S., for affordable housing projects are expedited to a greater degree than other projects.

Established policy and procedures: When requested by an applicant for affordable housing projects, as defined by *chapter 420, Part VII, Florida Statutes*, and the application is determined to be complete along with the required fee, the County shall grant first priority in plan review and processing to expedite the issuance of a preliminary and final development order and all applicable development permits. To affect the successful issuance of a development order and/or permit, the County shall continually monitor the progress of the application. The project, however, shall comply with all requirements of the regulations unless otherwise exempt.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The Local Housing Director will continually monitor and review the County's development approval process to identify and eliminate any unnecessary impediments to the provision of housing within the community by ordinance and Board of County Commissioners resolution.

C. Other Incentive Strategies Adopted: N/A

IV. EXHIBITS

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan.



- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.

V. ATTACHMENTS

Attachment 1 – SHIP Mortgage

Attachment 2 – SHIP Note

Hendry County

Fiscal Year: 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 398,078.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$ 1,500.00
Travel Per diem Workshops, etc.	\$ 750.00
Advertising	\$ 2,550.00
Other*	\$
Total	\$ 39,800.00
Admin %	10.00%
OK	

Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 398,078.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$ 1,500.00
Travel Per diem Workshops, etc.	\$ 750.00
Advertising	\$ 2,550.00
Other*	\$
Total	\$ 39,800.00
Admin %	10.00%
OK	

Fiscal Year 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 398,078.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$ 1,500.00
Travel Per diem Workshops, etc.	\$ 750.00
Advertising	\$ 2,550.00
Other*	\$
Total	\$ 39,800.00
Admin %	10.00%
OK	

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

2023

**Exhibit B
Timeline for SHIP Expenditures**

 Hendry County Board of County Commissioners affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.”
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Hendry County Board of County Commissioners

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Kimberly Bannan
Clerk of Court

4-25-2023
Date

Attest: Kimberly Bannan

Emma J. Byrd
Chief Elected Official or designee

Emma J. Byrd, Chair
Chair, Hendry County Board of County Commissioners



(Seal)

Exhibit E
67-37.005(1), F.A.C.
2023

RESOLUTION #: 2023-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF THE HENDRY COUNTY (Local Government) FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

Exhibit E
67-37.005(1), F.A.C.
2023

WHEREAS, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the Henry County Board of County Commissioners (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE HENDRY COUNTY, FLORIDA that:

Section 1: The Henry County Board of County Commissioners of the Henry County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

Section 2: The Chairperson, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 25th DAY OF April, 2023

Emma J. Byrd
Chairman or designee

(SEAL)
ATTEST
Kimberly Bannan
County Clerk

THIS INSTRUMENT PREPARED BY:

This mortgage is exempt from payment of Intangible Taxes

SHIP MORTGAGE

THIS MORTGAGE is made this _____ day of _____, 20____, by _____ (“Mortgagor”), in the favor of HENDRY COUNTY, a political subdivision in the State of Florida (“Mortgagee”), which terms, “Mortgagor” and “Mortgagee,” shall include heirs, legal representatives, successors and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of _____ dollars (\$ _____), which is evidenced by a Mortgage Note (the “Note”) executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of _____, 20_____.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in Hendry County, Florida, more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY

[type in complete legal]

Strap # _____

Address _____

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real property covered by this Mortgage.

All of the above described property and interests are referred to in this Mortgage as the

“Premises.”

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; and that the Premises are free from all encumbrances except for a First Mortgage given to _____ (the “First Mortgagee”). Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises by Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. The Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage, if any.

AND SO LONG AS the Premises are subject to the First Mortgage, if any, and this Mortgage, Mortgagor agrees that Mortgagor shall perform all of Mortgagor’s obligations under the First Mortgage, if any, and this Mortgage, including making payments when due.

FURTHERMORE, any default by Mortgagor under the First Mortgage, if any, shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

ADDITIONALLY, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the First Mortgage, if any, and this Mortgage. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor’s obligations or constitute a waiver of Mortgagor’s default under this Mortgage.

PROVIDED ALWAYS that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

AND MORTGAGOR COVENANTS and agrees with Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

1. Performance. Mortgagor shall perform, comply with and abide by, each and every one of the covenants, stipulations, agreements and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by Mortgagor to and in favor of Mortgagee as security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all

principal and interest and others sums of money payable according to the terms of the First Mortgage, if any, and this Mortgage and the Note.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments and encumbrances of every nature that may for any and all purposes be payable, assessed or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances or otherwise.

4. No Waste. Mortgagor will permit, commit or suffer no waste, impairment or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the dwelling and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said dwelling and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name Hendry County as a Mortgagee and shall be with insurers acceptable to the County. Mortgagor shall provide a certificate of insurance to the Hendry County SHIP Director prior to the closing of the Mortgage. Said certificate shall provide a minimum of ten (10) days prior notice to cancellation. Mortgagor shall provide to Mortgagee proof on an annual basis that the required insurance is in effect for another year.

Mortgagor agrees that Mortgagee does not in any way represent that the type or amount of insurance is sufficient or adequate to protect Mortgagor's interests or liabilities, but is merely a minimum. Receipt of certificates or other documentation of insurance or policies or copies of policies by Mortgagee or by any of its representatives which indicate less coverage than required does not constitute a waiver of Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage, if any.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of three and one-half percent (3.5%) per annum.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, or
- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises, which is not dismissed within 15 days.

This Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Mortgagor shall notify the senior lien holder in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. Mortgagor shall notify Mortgagee in the event Mortgagor vacates, transfers, assigns, sells, refinances, mortgages or in any manner encumbers or disposes of all or a portion of, or any interest in, the Premises. Upon the happening of any such event, and at Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of three and one-half percent (3.5%) per annum from the date of such vacation, transfer, assignment, sale, refinancing, mortgage, or other encumbrance or disposition until paid in full. Should the outstanding indebtedness not be satisfied on the date of such vacation, transfer, assignment, sale, refinancing, mortgage, or other encumbrance or disposition, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. That so long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily nor involuntarily permit the Premises or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever (the First Mortgage, if any, excepted) without the prior written consent of the Mortgagee.

9. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

10. Condemnation. In the event all or any part of the Premises shall be

condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

11. Notice. Any notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor:

As to Mortgagee:

Hendry County Housing and Social Services
Post Office Box 2340
LaBelle, Florida 33975

12. Parties Bound. This Mortgage shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors and assigns. Mortgagor's covenants and agreements shall be joint and several.

13. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

14. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Mortgage.

15. Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

16. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the State Housing Initiatives Partnership program.

17. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to

Mortgagor, Mortgagee shall have, in addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively or together at the sole discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been given, executed and delivered by Mortgagor on the date first above written.

In the Presence of:

Witness

Mortgagor Signature

Witness

Mortgagor Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20_____, by

_____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____