LEVY COUNTY SHIP
DEFERRED PAYMENT LOAN AGREEMENT

THIS DEFERRED PAYMENT LOAN AGREEMENT (this "Agreement") is made this day of_____________, 2026 (the "Effective Date"), by and between Dylan and Heavyn Buchanan, of 17370 NW 80th Ter, Fanning Springs, FL 32693 , 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 (the "Assistance Program"), and relates to the real property lying in Levy County, Florida, described as follows (the "Property"):

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WITNESSETH:

WHEREAS, County has set aside housing assistance funds pursuant to County's participation in the State Housing Initiative Partnership ("SHIP") Program, in compliance with Part VI, Chapter 420, Florida Statutes, and Chapter 67-37, Florida Administrative Code; and

WHEREAS, Owner proposes to finance a portion of the down payment, the closing costs, or both, associated with the purchase of the Property using proceeds of a Deferred Payment Loan (the "DPL") made pursuant to this Agreement.

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

1. **Loan Amount**. The principal amount of the DPL is Thirty thousand and NO/100 Dollars ($30,000.00). County shall provide the principal amount of the DPL to the Closing Agent at the closing of the purchase of the Property. The DPL funds will not be provided directly to the Owner.

2. **Interest**. There will be no interest due on the DPL, except as otherwise expressly provided in this Agreement.

3. **Repayment Events**. County will require Owner's repayment of the principal amount of the DPL in the event Owner fails to abide by any of the following provisions:

   a. Owner must continue to own the Property and shall not sell, convey, assign, encumber, or otherwise transfer any of Owner's interest in the Property for ten (10) years from the Effective Date.

b. Owner must occupy, establish and use the Property as Owner's principal residence for ten (10) years after the Effective Date.

c. Owner must maintain the residence in conformance with all local building and zoning ordinances and regulations, and other applicable ordinances or codes for ten (10) years after the Effective Date.

d. If a foreclosure action is instituted against the Property, or the First Mortgage (as defined below) is satisfied or refinanced, or if the Property is leased or rented, then the outstanding principal balance of the DPL shall become immediately due and payable, except as otherwise expressly provided in this Agreement.

4. **Forgiveness**. County agrees to forgive the DPL only upon the satisfaction of all requirements set forth herein. The DPL shall be forgiven at a prorated rate of twenty percent (20%) per year commencing at the end of the sixth (6^{th}) year following the Effective Date and continuing through the tenth (10^{th}) year, 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 continuously owned the Property and no interest in the Property has been transferred during such ten (10) year period; and

c. Owner has not violated this Agreement, any promissory note provided to County (the "Note"), or any mortgage entered into by Owner in favor of County securing the DPL (the "Mortgage").

No forgiveness shall occur prior to the end of the sixth (6^{th}) year following the Effective Date.

5. **Early Transfer or Non-Occupancy**. If Owner violates this Agreement by failing to occupy the home on the Property, by selling the Property, or by the transferring of any of Owner's interest in the Property by any means prior to the expiration of the ten (10) year period provided in this Agreement, then the outstanding principal of the DPL shall be due to the County within thirty (30) days of the earlier of: (i) the date of sale or transfer, or (ii) the date Owner ceases occupancy of the Property.

6. **Hardship Sale**. In County's sole discretion, a portion of the principal amount of the DPL may be forgiven if: (a) the loan-to-value ratio of the Property exceeds one hundred percent (100%); and (b) the Property must be sold due to an unforeseen hardship event, including but not limited to Owner's death, divorce, or extended illness of Owner or a close family member who depends primarily on Owner for support. Any such forgiveness must be approved in writing by County and shall not be deemed automatic or required.

7. **Death of Owner**. In the event of the death of Owner (or, if more than one person constitutes Owner, the death of all such persons), any remaining obligations for payment of any sums under this Agreement, the Note, or the Mortgage shall be forgiven.

8. **Code Violations**. If Owner is cited for violation of any local building or zoning ordinance or regulation, or other applicable ordinance or code, County shall notify Owner and allow Owner thirty (30) days to correct such violation(s). If Owner fails to timely correct such violation(s), County shall notify Owner by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice, Owner shall be required to pay County one-one hundred twentieth ($1/120^{th}$) of the principal amount of the DPL each month until the violation(s) are corrected. If the violation(s) are not corrected within a reasonable time, not to exceed one hundred twenty (120) days, County may, at its option, declare the entire outstanding principal balance immediately due and payable.

9. **False Information**. The entire principal amount of the DPL shall become immediately due and payable if Owner is found to have provided materially false or inaccurate information or statements, or failed to disclose material information to County 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.

10. **Lien**. This Agreement shall constitute a lien on the Property in the amount stated in Section 1 above. Said lien shall be satisfied in full upon either (a) forgiveness pursuant to Paragraph 4, or (b) payment in full of the principal amount of the DPL. If Owner violates any of the provisions of this Agreement and is unable to pay the total amount due when due, County may, in its sole discretion, allow repayment of the amount due over a term not to exceed ten (10) years at an interest rate of four percent (4%) per annum, calculated from the date the amount became due. County may require additional collateral or extend the lien by recording a notice of lien.

11. **Enforcement**. If Owner fails to comply with any provision of this Agreement and such failure continues for thirty (30) days after written notice from County, County may enforce its rights and remedies under this Agreement, the Note, the Mortgage, or applicable law, including foreclosure. Owner shall be responsible for all costs incurred by County in enforcing its rights, including reasonable attorneys' fees incurred at trial and on appeal. County's failure to exercise any right shall not constitute a waiver of such right.

12. **Subordination**. In addition to this DPL, Owner has obtained a mortgage loan (the "First Mortgage Loan") from **________________________________; Loan#: ________________** (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 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 Agreement shall automatically terminate upon the Senior Lien holder's acquisition of title through a foreclosure of the First Mortgage.

13. **Insurance**. 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. County shall be named as an additional insured or loss payee to the extent permitted by the First Mortgage.

14. **Protection of County's Interest**. If Owner fails to perform the covenants and agreements contained in the Note, the Mortgage, or this Agreement, or if any action or proceeding is commenced which materially affects County's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then County, at County's option and upon notice to Owner, may make such appearances, disburse such sums, and take such action as is necessary to protect County's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the property to make repairs. If County required mortgage insurance as a condition of making the Mortgage, Owner shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Owner's and County's written agreement or applicable law.

Any amounts disbursed by County pursuant to this Section shall become additional indebtedness of Owner secured by the Mortgage. Unless Owner and County agree to other terms of payment, such amounts shall be payable upon notice from County to Owner requesting payment thereof. Nothing contained in this Section shall require County to incur any expense or take any action hereunder.

[Signature Pages Follow]

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

____ ____

Owner Print Name: ______________________ Witness Print Name: ____________________

____ ____

Owner Print Name: ______________________ Witness Print Name: ____________________

STATE OF FLORIDA
COUNTY OF LEVY

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

by _______________ as ________________ for _____________________________.

____
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: _____________________________

ATTEST: Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA

____

Matt Brooks, Clerk

____

Tim Hodge, Chairman

Approved as to form and legal sufficiency:

____

County Attorney

LEVY COUNTY SHIP
DEFERRED PAYMENT PROMISSORY NOTE

Date: 8/24/2026 Amount: $30,000.00

Property Address: 17370 NW 80th Terrace

BORROWER(S) Name(s): Dylan and Heavyn Buchanan

BORROWER(S) Address: 11890 NW 70th Ave, Chiefland Fl 32626

FOR VALUE RECEIVED, the undersigned (herein called the "BORROWER") jointly and severally promises to pay without set-off, deduction or counterclaim of any kind or nature to the order of Levy County, Florida (called "the COUNTY"), at 310 School Street, Bronson, Florida 32621, or at such other place as may be designed in writing by COUNTY, the sum of Thirty thousand and NO/100 DOLLARS ($30,000.00). No interest on this Note shall be paid by BORROWER unless otherwise provided herein or in the Mortgage securing this Note.

As long as the BORROWER continues to own the Property described in the Mortgage securing this Note ("Property") and the BORROWER continues to live on the Property and to comply with all provisions of such Mortgage and Deferred Payment Loan Agreement with COUNTY executed on even date herewith by BORROWER ("DPL Agreement"), then this Note will automatically be forgiven and will not have to be repaid. If these conditions continue to be met by BORROWER for a full ten (10) years from the date of execution hereof, no part of this Note will have to be paid. The Loan will be forgiven at a prorated rate of 20% per year commencing at the end of the sixth year of the loan and each year thereafter.

HOWEVER, if, during the ten (10) year period from the execution hereof, the title of the Property or any part thereof is transferred or divested to another party, or the BORROWER ceases to occupy the Property as his/her/their primary residence, or if the Property is leased or rented, or a foreclosure action is instituted against the Property, or the First Mortgage (as that term is defined in the Mortgage securing this Note) on the Property is satisfied or refinanced, or upon failing to meet any condition of the Mortgage securing this Note or the DPL Agreement, then the OUTSTANDING BALANCE of this Note becomes due and payable to the Levy County Board of Commissioners. In the event of the death of the BORROWER (if more than one person constitutes the BORROWER, then in the event of the death of all of such persons), then this Note and the Mortgage securing this note will be forgiven. A portion of the principal of this Note shall be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. BORROWER's death or divorce, or extended illness of BORROWER or a close family member who depends primarily on BORROWER for support, etc.).

The BORROWER covenants that the information BORROWER provided on the application form for purchase assistance through the SHIP program, and on the income certification form for the SHIP Program, and in any attachments or documents connected with either of those forms, is true and accurate. If the COUNTY determines that BORROWER fraudulently provided false information on any of these forms or on the attachments or documents provided therewith, the face amount of this Note shall immediately become due and payable.

BORROWER must maintain the Property in conformance with all local building or zoning ordinances or regulations, and other applicable ordinances or codes for ten (10) years beginning with the Effective Date, as provided in the DPL Agreement. In the event BORROWER is cited for violation of any local building or zoning ordinance or regulation, or other ordinance or code, COUNTY shall provide such notices as provided in the DPL Agreement and BORROWER shall correct such violations in accordance with the DPL Agreement. If such violations are not corrected as provided in the DPL Agreement, the principal amount of this Note shall be due and payable.

If BORROWER fails to perform the covenants and agreements contained in this Note, the Mortgage securing this Note, or the DPL Agreement, or if any action or proceeding is commenced which materially affects COUNTY'S interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then COUNTY, at COUNTY'S option and upon notice to BORROWER may make such appearances, disburse such sums, and take such action as is necessary to protect COUNTY'S interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by COUNTY pursuant to this Note or the Mortgage securing this Note shall become additional indebtedness of BORROWER. Unless BORROWER and COUNTY agree to other terms of payment, such amounts shall be payable upon notice from COUNTY to Borrower requesting payment thereof.

If this Note becomes due and payable, and the COUNTY has to file a suit in order to have this Note paid, the BORROWER will also have to pay the COUNTY'S costs of that suit, including all reasonable attorney's fees.

To the extent permitted by law, BORROWER waives all benefit that might accrue to BORROWER by virtue of any present or future laws exempting the Property described in the Mortgage securing this Note, or any other property, real or personal, or any part of the proceeds arising from any sale of any of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Note, the Mortgage securing this Note, the DPL Agreement, in whole or in part and in any order as may be desired by COUNTY. BORROWER also waives any right of presentment for payment, demand, notice of protest and notice of dishonor if this Note becomes due and payable.

____ ____
Witness Signature Borrower Signature

____
Witness Name

____ ____
Witness Signature Borrower Signature

____
Witness Name

STATE OF FLORIDA
COUNTY OF LEVY

I HEREBY CERTIFY, that on the ____ day of ________________________ A.D., 20___, before me, the undersigned authority, personally appeared ____ known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her free act and deed for the use and purposed therein mentioned.

WITNESS my hand and official seal the date aforesaid.

PERSONALLY KNOWN:____________ OR IDENTIFICATION: ____

___________________________________ SEAL
Notary Public

Prepared By:
Levy County Housing Department
310 School Street
Bronson, FL 32621

SHIP MORTGAGE

DOWNPAYMENT AND CLOSING COSTS ASSISTANCE LOAN

THIS SECOND MORTGAGE is made this ____ day of ________________, 2026__, between the Mortgagor Dylan and Heavyn Buchanan ____ (herein the "Borrower"), whose address is 11890 NW 70th Ave, Chiefland Fl 32626 ___________________________, and the Mortgagee LEVY COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 310, School Street, Bronson, FL 32621 (herein the "Lender").

WHEREAS, Borrower has applied to ____ (herein the “First Lender”) for a loan for the purchase of the Property (as defined herein) at which Borrower, with or without his/her/their family, intends to reside as a single-family residence household, which loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of the First Lender; and

WHEREAS, Borrower has applied to Lender for funds under Lender’s Down Payment and Closing Cost Assistance Program pursuant to the State Housing Initiatives Partnership (herein "SHIP”) Program, and, as a result of such application and granting thereof by Lender, Borrower is hereby indebted to Lender in the original principal amount of Thirty thousand and NO/100 ____ DOLLARS ($30,000.00______________) (herein “the Loan”), which indebtedness is evidenced by Borrower's Deferred Payment Promissory Note dated ___________________________, 2026___ (herein "Note"), which is by this reference incorporated herein in its entirety, providing for payment of principal indebtedness, if not sooner paid, due and payable on certain events; and

WHEREAS, Borrower may become further indebted to Lender, which indebtedness will be evidenced by a promissory note providing for payment of such further indebtedness to Lender and the terms thereof; and

WHEREAS, Borrower has, on even date with the execution of the Note, executed a Deferred Payment Loan Agreement (the “DPL Agreement”), which is by this reference incorporated herein in its entirety, which DPL Agreement contains provisions, conditions, and understandings upon which the Loan has been made and contains certain covenants and agreements to which Borrower has committed in consideration for the Loan; and

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, the payment of all other sums advanced in accordance herewith, to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower contained herein and in the Note and DPL Agreement, in consideration of the sum named in the Note and the DPL Agreement, and for various other good and valuable consideration, Borrower does hereby mortgage, grant, bargain, sell and convey to Lender the following described property located in the County of Levy, State of Florida:

LEGAL DESCRIPTION:
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which has the address of 17370 NW 80th Terrace ______________________, Fanning Springs ___________, FL 32693__ (herein the "Property Address"),

TOGETHER with all the structures and improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock thereunto belonging or anywise appertaining, and all claims and demands whatsoever, in law or in equity, of Borrower in and to the same, and every part and parcel thereof, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

BORROWER COVENANTS, represents and warrants to Lender and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage, if any, and for other encumbrances of record. Borrower covenants, represents and warrants to Lender and its successors and assigns that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other previously existing encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with Lender as follows:

1. Payment; Compliance with Note and DPL Agreement. Borrower shall promptly pay when due the indebtedness evidenced by the Note. Borrower shall perform, comply with, and abide by each of the stipulations, agreements, conditions and covenants in the Note and the DPL Agreement.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes and assessments and other charges, fines and impositions attributable to the Property which may attain a priority over his Mortgage, and leasehold payments or ground rents, if any.

3. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due all taxes and assessments which may attain priority over this Mortgage, and all hazard insurance and flood insurance, if any, to the appropriate parties to whom payments may be due. Borrower may comply with this section by making payments for such taxes, assessments and insurance to another mortgage holder into an escrow account established for the purpose of making such payments.

4. Charges; Liens. Borrower shall pay all taxes, assessments, liabilities, levies, obligations, encumbrances of any nature, charges, fines, and impositions, any of which may be attributable to the Property which may attain a priority over this Mortgage in the manner provided under Paragraph 3 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or by Borrower making payment of such amounts through another mortgage holder. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than a lien resulting from the First Mortgage on the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien, in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep any improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make a proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, of if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Compliance with Codes. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. In addition, Borrower shall comply with any local building or zoning ordinance or regulation, or other ordinance or code in accordance with the DPL Agreement. In the event Borrower fails to comply with any local building or zoning ordinance or regulation, or other ordinance or code, Borrower shall correct such violation within thirty (30) days upon notification by Lender. If Borrower does not correct such violation(s) in accordance with the terms of the DPL Agreement, Borrower shall be subject to the remedies provided in the DPL Agreement.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, the Note, or the DPL Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney’s fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the Loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7 shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property, immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

10. Borrower Not Released. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand make by the original Borrower and the Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law be given in another manner: (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to Borrower at the Property Address of at such other address as Borrower may designate by notice to Lender as provided herein, and (b) notice to Lender shall be given by certified or registered mail, postage prepaid, to Lender's address stated on page 1 hereof, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any provision of clause of this Mortgage, the Note, or the DPL Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Note, or the DPL Agreement which can be given effect without the conflicting provision, and to this extent the provisions of the Mortgage, the Note, and the DPL Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorney’s fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, the DPL Agreement, and of this Mortgage at the time of execution or after recordation thereof.

17. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily by operation of law or otherwise, or if Borrower is divested of title by judicial sale, levy or other proceeding, or if the Borrower fails to maintain the Property as his/her/their primary residence, or if foreclosure action is instituted against the Property, or if the First Mortgage is satisfied or refinanced, or if the Property is leased or rented, all outstanding sums secured by this Mortgage shall immediately become due and payable as provided herein. Notwithstanding the foregoing, however, in the event of the death of Borrower (in the case of more than one person constituting Borrower, then in the event of the death of all such persons), this Mortgage and the obligations for payment of any sums hereunder or under the Note or the DPL Agreement will be forgiven.

Lender shall give Borrower notice of acceleration as provided in this Paragraph 17. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 14 hereof within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, and except as provided in Paragraph 6 hereof for any violation of any local building, zoning, or other ordinance or code, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Note, or the DPL Agreement, including but not limited to the covenants to pay when due any sums secured by this Mortgage, or in the event that Borrower shall have made material misrepresentations or material omissions in his/her/their application pursuant to the SHIP Program for the sums evidenced by the Note and the DPL Agreement, and secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage pursuant to this Paragraph 18, Lender shall give notice to Borrower as provided in Paragraph 14 hereof specifying (1) the breach; (2) the action(s) required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice

may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and/or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or breach or any other defense of Borrower to acceleration and foreclosure. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including but not limited to, reasonable attorney's fees, court costs, and costs of the documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, or in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon the performance of items (a) through (d) of the immediately preceding sentence by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

A portion of this Mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. Borrower's death or divorce, or extended illness of the Borrower or an immediate family member who depends primarily on the Borrower for support, etc).

21. Attorney Fees. As used in this Mortgage, the Note, or the DPL Agreement, "attorney's fees" shall include attorney's fees, if any, incurred in connection with the collection of enforcement of this Mortgage or of the Note or of the DPL Agreement, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

22. Loan Intended as Personal Benefit**.** The Loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's SHIP Program. The Loan, therefore, is made at an interest rate and upon terms generally more favorable to Borrower than would be otherwise be available to the public at large. Accordingly, Borrower understands that this Loan is intended as personal benefit and not as an instrument to increase the value of the Property or as a benefit that he/she/they can transfer to successive owners of the Property.

23. Future Advances Secured by this Mortgage. In addition to securing the indebtedness referred to above and evidenced by the Note and referenced in the DPL Agreement, this Mortgage shall secure such future or additional advances as may be made by Lender at its option to Borrower, for the repair or rehabilitation of the residence that is or may be located on the Property in the future pursuant to Lender's SHIP Program for repair and rehabilitation of qualifying residences; provided that any of those advances are to be made within 20 years from the date of this Mortgage or within such lesser period of time as may be provided in the statutes, rules or regulations governing the SHIP Program, or as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Thirty Thousand and NO/100 DOLLARS ($30,000.00) (*this is the down payment assistance amount plus the maximum repair/rehab amount that is allowed at the time of the mortgage)*, plus any interest, plus any disbursements made for the payment of taxes, levies, insurance, or other costs attributable to the Property provided in and covered by the lien of this Mortgage, together with interest on those disbursements, and increases to the principal balance as a result of negative amortization or deferred interest as provided in this Mortgage or the indebtedness secured. Nothing herein shall constitute a commitment by Lender to make such advances. Any advances shall be made at Lender's sole discretion.

24. Mortgage Status. This Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage from Borrower payable to the First Lender, dated ___________________, 2026___, recorded in O.R. Book _____, Page _____, in the Official Records of Levy County, Florida (the "First Mortgage") securing that certain Note having an original principal face amount of 30,000.00 DOLLARS ($_________________), dated __________________, 20___, made by Borrower payable to First Lender (the "First Note"). If any provision of the Note, the DPL Agreement, or this Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provision of the First Note and the First Mortgage shall govern. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than Borrower or a related entity or person to Borrower), receiving title to the Property through a foreclosure of any such prior mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Section Mortgage shall automatically terminate upon the First Lender's acquisition of title.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date and year first above written.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE SIGNING.

THIS SECOND MORTGAGE IS DUE ON SALE, TRANSFER OR RENTAL.

Signed, sealed and delivered in
the presence of:

Witness/es:	Borrower/s:
____	______________________________________
Witness Signature	Borrower's Signature
____	______________________________________
Witness Printed Name	Borrower's Printed Name
____	
Witness Address	
____	______________________________________
Witness Signature	Borrower's Signature
____	______________________________________
Witness Printed Name	Borrower's Printed Name
____	
Witness Address	

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ______ day of ______________________, 20___, by ____, who is/are ( ) personally known to me or ( ) who have produced a valid driver's license as identification and who did not take an oath.

	____
	Notary Public
SEAL	
	____
	Notary Printed Name

SHIP Rehabilitation Program
TRUTH-IN-LENDING STATEMENT

This statement discloses conditions of the Deferred Payment Loan issued by the Levy County SHIP Rehabilitation Program to:

APPLICANT/S: Dylan and Heavyn Buchanan

Amount Financed: 0.00 (zero)

Annual Percentage Rate: **0%**

Monthly Payments: **$00.00**

Repayment of the loan is not required as long as the owner maintains the terms agreed to in the Mortgage and Note covering the Property.

The Deferred Payment Loan is secured by the said Mortgage and Note covering property at:

Address and Legal Description:
28-10-14 SILVER OAKS S/D PHASE 2 LOT 109 OR BOOK 1702 PAGE 285

Parcel Id #:

The loan consists of repairs in the amount of 0.00 (zero). There are no escrows associated with the Deferred Payment Loan. However, Doc Stamps in the amount of $0.00 and Recording Fees in the amount of $0.00 have been added to the loan amount.

The Mortgage and Note will be recorded with the Clerk of the Court. A Modification Agreement may be prepared and recorded at the end of construction to amend the total amount of construction, recording fees or calculation errors if this initial mortgage amount differs from the final cost, if applicable.

I hereby acknowledge receipt of a copy of this statement, agree to the terms herein and agree to sign a final Mortgage Modification Agreement if necessitated.

Homeowner Signature **Date**

Homeowner Signature **Date**

Witness **Date**