

Record and Return To:  
John Sawyer  
Assistant General Counsel  
Office of General Counsel  
117 West Duval Street Suite 480  
Jacksonville, FL 32202

## **SECOND MORTGAGE MODIFICATION AGREEMENT**

**THIS SECOND MORTGAGE MODIFICATION AGREEMENT** (“Modification”) is effective as of July 1, 2019 (the “Effective Date”), between **FIRST COAST NO MORE HOMELESS PETS, INC.**, a Florida not for profit corporation, whose address is 6817 Norwood Avenue, Jacksonville, Florida 32208 (“Mortgagor”), and the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address for purposes of this Modification is c/o City of Jacksonville Office of Economic Development, 117 W. Duval Street, Suite 275, Jacksonville, FL 32202 (“Mortgagee”).

### **WITNESSETH**

A. Mortgagor executed and delivered to Mortgagee that certain Promissory Note dated March 6, 2009, in the amount of Two Hundred Eleven Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$211,325.00) (the “Original Note”), as modified and renewed by that Renewal Promissory Note of even date herewith in the principal amount of One Hundred Thirty-Two Thousand Two Hundred Seventy-Two and 46/100 (\$132,272.46) (the “Renewal Note”).

B. The Original Note is secured in part by that certain Second Mortgage and Security Agreement dated March 6, 2009, recorded at Official Records Book 14810, Page 820, of the public records of Duval County, Florida (the “Mortgage”) encumbering the property more specifically described therein (the “Mortgaged Property”).

C. Mortgagor and Mortgagee desire to modify the Mortgage as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**THIS SECOND MORTGAGE MODIFICATION AGREEMENT AMENDS THE MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 14810, PAGE 820, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ON WHICH PROPER DOCUMENTARY STAMP TAXES WERE PAID. THE RENEWAL NOTE REFERENCED HEREIN IS GIVEN TO EXTEND THE ORIGINAL NOTE. THUS, PURSUANT TO SECTION 201.09, FLORIDA STATUTES, NO FLORIDA DOCUMENTARY STAMP TAXES OR INTANGIBLE TAXES ARE DUE ON THIS MODIFICATION.**

1. Recitals. The recitals as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Obligations Secured. All references to the Note in the Mortgage shall be deemed to include the Renewal Note. The Renewal Note provides for interest and principal to be paid monthly during the term thereof and payable in full as to principal and accrued interest no later than June 1, 2034, unless extended as provided therein. The Renewal Note is and shall be secured by and entitled to the benefit of the lien of the Mortgage and is incorporated in and made a part of the Mortgage to the same extent as though its terms were set out in full therein.

3. Ratification. Mortgagor hereby ratifies and confirms its obligations under the Note and Mortgage and all other Loan Documents, and Mortgagor acknowledges that it has no defenses, set-offs, claims or counterclaims with respect to the Note, Mortgage, all other Loan Documents, this Modification or the transactions relating thereto.

4. Effect. Except as expressly provided herein, this Modification does not create, evidence or secure a new obligation to pay money and nothing contained herein shall be construed to modify the Mortgage except as expressly set forth above. The Mortgage shall remain in full force and effect to the extent it is not inconsistent herewith, as fully as if the terms of this Modification had been included in the Mortgage at the time of its execution.

5. Affirmation of Loan Documents. The parties hereto agree that all of the Loan Documents, including without limitation the Mortgage and Note, except as modified herein, remain in full force and effect according to their original terms, and that the modifications contained herein shall not be deemed to be a waiver by any person or party whomsoever of any right of Mortgagee contained in the Note or Mortgage, including but not limited to the right to foreclose the Mortgage should Mortgagor fail to abide by the terms of the Mortgage or the Note.

6. Expenses. Mortgagor agrees to pay for, and save Mortgagee harmless against all liability for the payment of, all expenses arising in connection with this transaction, and in connection with prior transactions relating to the Note and Mortgage, including, but not limited to, all state documentary stamp taxes or other taxes (including interest and penalties, if any) which may be determined to be payable with respect to the execution and delivery of this Modification, title insurance expenses, environmental audits and survey costs, and the reasonable fees and expenses of Mortgagee's counsel.

7. Binding Effect. This Modification shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. Counterparts. This Modification may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties or signatures hereby may execute this Modification by signing such counterpart.

**IN WITNESS WHEREOF**, the Mortgagor and Mortgagee have executed this Modification the day and year first above written.

**“MORTGAGOR”**

Witnesses:

**FIRST COAST NO MORE HOMELESS  
PETS, INC.**, a Florida not for profit  
corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of First Coast No More Homeless Pets, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**"MORTGAGEE"**

Witnesses:

**CITY OF JACKSONVILLE**  
a municipal corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Lenny Curry, Mayor

\_\_\_\_\_  
Print Name:

Attest: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Lenny Curry and James R. McCain, Jr., as the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the municipal corporation. Each is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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