1 HERNANI 2 HOUSING

HERNANDO COUNTY
HOUSING AUTHORITY
621 WEST JEFFERSON STREET
BROOKSVILLE, FL 34601

INSTR #2017060075 BK: 3518 PG: 814 Page 1 of 9 FILED & RECORDED 10/23/2017 12:44 PM TT Deputy Clk Don Barbee Jr, HERNANDO County Clerk of the Circuit Court Rec Fees: \$78.00 Mtg Stamp; \$46.90

SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP PROGRAM DOWN PAYMENT ASSISTANCE PROGRAM

This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the borrower/recipient continues to live in the unit the loan is forgiven.

THIS SECOND MORTGAGE is made this <u>13</u> day of <u>0</u> Ct., <u>2017</u>, between the Mortgagor, <u>John M. Chiarella and Allison J. Hibbert</u>, (an unmarried couple), (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the "County").

WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for the purchase of the Property (as defined herein), Home Point Financial Corporation, its successors and/or assigns as their interests may appear. The Borrower has applied to the County for a Down Payment Assistance Loan in the amount Thirteen Thousand Four Hundred Dollars and 00/100 (\$13,400.00) (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family income at the time of its application for the Loan is less than Eighty Percent (80%) of Hernando County's median family income. The Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount of <u>Thirteen Thousand Four Hundred Dollars and 00/100 (\$13,400.00)</u>, which indebtedness is evidenced by the Borrower's Promissory Note dated <u>OCF 13,2017</u>, and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

TO SECURE to the County 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 the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County the following described property located in the County of Hernando, State of Florida:

Lots 3 and 4, Block 9, the new Townsite of Berkeley, according to the map or plat thereof as recorded in Plat Book 4, page 10, Public Records of Hernando County, Florida.

which has an address of 5229 Pacific Avenue, Weeki Wachee, FL

(Street) (C

43 Florida <u>34614</u> (herein the "Property Address"); Key <u>#00174992</u> 44 (**Z**ip Code)

[Type here]

DORIS M RODRIGUEZ ESQ. 10489 HELEY STREET SPRING HILL, FL 34608

R-ENV