

44
P- Brown
+ Assoc

1 HERNANDO COUNTY
2 HOUSING AUTHORITY
3 621 West Jefferson St.
4 BROOKSVILLE, FL 34601

5
6 a
7 **SECOND MORTGAGE**
8 **UNDER**
9 **HERNANDO COUNTY, FLORIDA**
10 **HOMEOWNERSHIP PROGRAM**
11 **DOWN PAYMENT ASSISTANCE PROGRAM**

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

15 THIS SECOND MORTGAGE is made this 8th day of December, 2017, between the Mortgagor,
16 Juan G. Fernandez Alcantara and Mayerlin E. Fernandez, (a married couple), (herein the "Borrower") and the
17 Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street,
18 Brooksville, FL 34601-2800 (herein the "County").

19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for
20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the
21 "First Mortgage") in favor of, Home Point Financial Corporation, ISAOA/ATIMA. The Borrower has applied to the
22 County for a Down Payment Assistance Loan in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00) (the
23 "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined
24 herein), which Property is a single-family residence. The Borrower's total family income at the time of its application
25 for the Loan is less than Eighty Percent (80%) of Hernando County's median family income. The Borrower is eligible to
26 participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a
27 loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Ten Thousand Dollars and
29 00/100 (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated 12/8, 2017,
30 and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal
31 indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the
32 Borrower's primary residence.

33 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other
34 sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants
35 and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County
36 the following described property located in the County of Hernando, State of Florida:

37
38 Lot 2, Block 469, Spring Hill Unit 8, according to the map or plat thereof as recorded in Plat Book 8, Page 27
39 through 37, inclusive, Public Records of Hernando County, Florida.

40
41 which has an address of 1444 Hastings Road, Spring Hill, FL
42 (Street) (City)
43 Florida 34608 (herein the "Property Address"); Key #00280234
44

45

1 TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
 2 appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
 3 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
 4 hereinafter referred to as the "Property."

5
 6 BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that
 7 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property
 8 and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in Home Point Financial
 9 Corporation, ISAOA/ATIMA and for other encumbrances of record. Borrower covenants, represents and warrants to
 10 the County and its successors and assigns that Borrower will defend generally the title to the Property against all claims
 11 and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

12 BORROWER FURTHER COVENANTS and agrees with the County as follows:

13 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.
 14 Recipients/Borrower(s) may repay their loan at any time in a lump sum payment.

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

20 3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the
 21 Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as
 22 the County may require and in such amounts and for such periods as the County may require.

23 The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the
 24 County; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof
 25 shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form
 26 acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms
 27 of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority
 28 over this Mortgage.

29 In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The
 30 County may make proof of loss if not made promptly by the Borrower.

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

35 4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The
 36 Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the
 37 Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all
 38 of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned
 39 unit development, the by-laws and regulations of the condominium or planned unit development, and constituent
 40 documents.

41 5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements
 42 contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's
 43 interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property
 44 and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required
 45 by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable
 46 attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County
 47 required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the
 48 premiums required to maintain such insurance in effect until such time as the requirement for such insurance
 49 terminates in accordance with the Borrower's and the County's written agreement or applicable law.

50 Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve
 51 percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the
 52 parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower

1 requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take
2 any action hereunder.

3 6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the
4 Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable
5 cause therefore related to the County's interest in the Property.

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

10 8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or
11 modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower
12 shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in
13 interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for
14 payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original
15 Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a
16 waiver of or preclude the exercise of any such right or remedy.

17 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements
18 herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of the County
19 subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants,
20 representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this
21 Mortgage, agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any
22 other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and
23 without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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

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

37 12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the
38 time of execution or after recordation hereof.

39 13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home
40 rehabilitation, improvement, repair, or other loan agreement which Borrower enters into. At the County's option, the
41 County may require Borrower to execute and deliver to the County, in a form acceptable to the County, an assignment of
42 any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in
43 connection with improvements made to the Property.

44 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or
45 otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is
46 divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if
47 the Property is leased or rented, the Note secured by this Mortgage shall immediately become due and payable as
48 provided herein.

49 The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty
50 (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all
51 sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County
52 may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

1 15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any
2 covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by
3 this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in
4 his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare the Note
5 secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage
6 by judicial proceeding. Prior to acceleration of the Note, the County shall give notice to the Borrower as provided in
7 Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3)
8 a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured;
9 and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Note
10 secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform
11 Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence
12 of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be entitled to collect in
13 such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and
14 cost of documentary evidence, abstracts and title reports.

15 16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the Note secured by this
16 Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County
17 to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the
18 Borrower pays the County all sums which would then be due had no acceleration occurred; (b) the Borrower cures all
19 breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all
20 reasonable expenses incurred by the County in enforcing the covenants and agreements of the Borrower contained in this
21 Mortgage, and in enforcing the County's remedies as provided in Paragraph 15 hereof, including, but not limited to,
22 reasonable attorneys' fees and court costs; and (d) the Borrower takes such action as the County may reasonably require
23 to assure that the lien of this Mortgage, the County's interest in the Property and the Borrower's obligation to pay the
24 Note secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage
25 and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

26 17. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage
27 without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

31 19. Refinancing of First Mortgage. In the event the borrower/homeowner refinances the first mortgage during
32 the term of this loan, the County will only subordinate to the new first mortgage lender if the amount of the new
33 mortgage does not exceed the total of the remaining principal balance of the original first mortgage plus reasonable and
34 actually incurred refinancing costs (i.e. there can be no cash back to the homeowner or any payout not related to the
35 original first mortgage payoff and actual refinancing costs).

36 20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants,
37 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with
38 his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the
39 Borrower's total family income at the time of its application for the Loan was less than eighty percent (80%) of
40 Hernando County's median income and (d) the Borrower is eligible to participate in the County's Down Payment
41 Assistance Program.

42 The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends,
43 reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the
44 repayment of money.

45
46 If any provision of the Promissory Note secured by the Second Mortgage conflicts with any provision of the
47 First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

48
49 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any
50 collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have
51 no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and
52 assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a

1 foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such
2 restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the
3 lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

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7 **NOTICE TO BORROWER**
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12 **DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE**
13 **COMPLETED BEFORE YOU SIGN.**

14 **THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS 10,000.00 TOGETHER WITH**
15 **ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.**
16
17

1 Signed, sealed and delivered in the presence of:

2
3 _____

Borrower

Juan G. Fernandez Alcantara

Address

Signature

Witness #1

Moses Peraza

Name:

Witness #2

Jacqueline Bezares

Name:

Borrower

Mayerlin E. Fernandez

Address

Signature

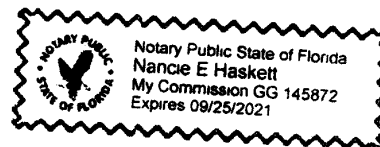
STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 8th day of December, 2017, by
X _____, who is personally known to me or who has produced a valid driver's license as
identification and who did not take an oath.

X JUAN G FERNANDEZ ALCANTARA
MAYERLIN E FERNANDEZ

Signature Notary

PREPARED BY:
HERNANDO COUNTY HOUSING AUTHORITY
621 West Jefferson Street
BROOKSVILLE, FL 34601
(352)754-4160



Hernando County Housing Authority
621 West Jefferson Street
Brooksville, Florida 34601

**PROMISSORY NOTE
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP ASSISTANCE PROGRAM
DOWN PAYMENT ASSISTANCE LOAN**

Date: December 8, 2017, Brooksville, Florida

Borrower(s): Juan G. Fernandez Alcantara and Mayerlin E. Fernandez (a married couple)

Property Address: 1444 Hastings Road, Spring Hill, FL 34608

Lot 2, Block 469, Spring Hill Unit 8, according to the map or plat thereof as recorded in Plat Book 8, Page 27 through 37, inclusive, Public Records of Hernando County, Florida.

Parcel ID #R32 323 17 5080 0469 0020

1. BORROWERS PROMISE TO PAY

I/We promise to pay Ten Thousand Dollars and 00/100, (\$10,000.00) (this amount will be called "principal") to the order of HERNANDO COUNTY, FLORIDA, whose address is 20 North Main Street, Brooksville, Fl 34601-2800 (the "Lender") or to any other holder of this Note. I/We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

2. INTEREST

Interest on this Note shall be zero percent (0%) per annum.

3. PAYMENTS

After thirty (30) years, if the recipient continues to live in the unit the loan is forgiven. Otherwise, principal payments shall be deferred until the house is sold, transferred, foreclosed upon, Note accelerated, or ceases to be the recipient's primary residence whichever may occur first. In the event that I/We sell, transfer, or rent my/our home, or in the event I/We cease to occupy the home as the individual/family's primary residence for any voluntary or involuntary reason, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be Ten Thousand Dollars and 00/100 (\$10,000.00).

I/We will make my/our payment at Lender's address as stated in Section 1 above, or at a different place if required by the Note Holder.

4. **BORROWER'S PAYMENT BEFORE THEY ARE DUE**

I/We have the right to make payment, in full, on this Note at any time before it is due. Such payment is known as a "full prepayment". No partial prepayments can be made at any time on the principal of the loan. When I/We make full payment, I/We will inform the Note Holder in a letter that I/We am/are doing so.

5. **BORROWER'S FAILURE TO PAY AS REQUIRED**

A) **DEFAULT:**

If I/We do not pay the full amount as required in Section 3 above, I/We will be in default. If I/We am/are in default, the Note Holder may bring about any action not prohibited by applicable law and require me/us to pay Holder's cost and expenses as described in Section B below.

B) **PAYMENT OF NOTE HOLDER'S COST AND EXPENSES**

If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees.

6. **THIS NOTE SECURED BY A MORTGAGE**

In addition to the protection given to the Note Holder under this Note, a Second Mortgage, dated December 8, 2017, protects the Note Holder from possible losses which might result if I/We do not keep the promises which I/We make in this Note. That Second Mortgage describes how and under what conditions I/We may be required to make immediate payment in full of all amounts that I/We owe under this Note. This Note and the Second Mortgage are non-assumable.

7. **BORROWER'S WAIVERS**

I/We waive my/our rights to require the Note Holder to do certain things. Those things are: a) to demand payment of the amount due (known as "presentment"); b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I/We have made this Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I/We fail to keep my/our promises under this Note, also waives these rights.

8. **GIVING NOTICE**

Any notice that must be given to me/us under this Notice will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me/us at the Property Address above. A notice will be delivered or mailed to me/us at a different address if I/We give the Note Holder a notice of an address change.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I/We give a notice of an address change.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. NOTICES TO BORROWER(S)

This Promissory Note and the Second Mortgage Agreement securing payment of the Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of \$152,192.00 dated 12/8/17, the ("First Note"), made by Borrower payable Home Point Financial Corporation, ISAOA/ATIMA (First Lender") and secured by that certain Mortgage from Borrower to the First Lender, dated , recorded in Official Record Books 3536, page 1624, in the Clerk's Office of Hernando County, Florida(the First Mortgage).

The Lender consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money, with the exception of a "cash-out" refinance agreement.

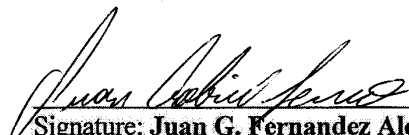
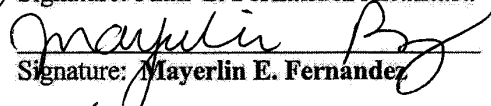
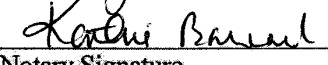
If any provision of this Promissory Note or the Second Mortgage Agreement conflicts with any provision of the First Note or the First Mortgage Agreement, the terms and provision of the First Note and the First Mortgage Agreement shall govern.

NOTICE TO BORROWER(S)

**DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.**

PREPARED BY:

Hernando County Housing Authority
621 W. Jefferson Street
Brooksville, Florida 34601
(352) 754-4160


Signature: Juan G. Fernandez Alcantara

Signature: Mayerlin E. Fernandez

Notary Signature

