Instr #2015072460 BK: 3319 PG: 1226, Filed & Recorded: 12/28/2015 4:12 PM TLM Deputy Clk, #Pgs:9 Don Barbee Jr, Clerk of the Circuit Court Hernando CO FL Rec Fees: \$78.00 Mtg Stamp: \$69.30

> 1 HERNANDO COUNTY 2 HOUSING AUTHORITY 3 1661 Blaise Drive 4 BROOKSVILLE, FL 34601

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

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This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases 12 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.

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THIS SECOND MORTGAGE is made this /つでday of /しらいでかって、2015. between the Mortgagor, Joyce P. Briscoe and Eric J. Briscoe, (husband and wife) (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 34601-18 2800 (herein the "County").

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, Joyce P. Briscoe and Eric J. Briscoe, (husband and wife). The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Nineteen Thousand Seven Hundred Thirty Xix 23 Dollars and 93/100 (\$19,736.93) (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a 24 household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family 25 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 Nineteen Thousand Seven Hundred 29 Thirty Six Dollars and 93/100 (\$19,736.93), which indebtedness is evidenced by the Borrower's Promissory Note 30 dated <u>11-10</u>, 2015, 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:

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Lots 152 and 153 Ludlow Heights, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 81, of the Public Records of Hernando County, Florida.

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which has an address of 23414 Fitzhugh Avenue Brooksville, (Street) (City) Florida 34601 (herein the "Property Address"); Key #01211138 (Zip Code)

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