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

This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary residence of the borrower.

THIS SECOND MORTGAGE is made this 30 day of November, 1993, between the Mortgagor, Paulo and Tammy Batista (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), which Mortgage Loan shall be secured by a first mortgage lien (the "First Mortgage") in favor of Community First Bank, the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Five Thousand Dollars (\$5,000.00) (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 One Hundred Twenty Percent (120%) of Hernando County's or the State of Florida's median family income, whichever is greater, 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 sum of Five Thousand Dollars (\$ 5,000.00) which indebtedness is evidenced by the Borrower's Promissory Note dated November 30, 1993, and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no longer the Borrower's primary residence.

Documentary Tax: Pd. \$ 17.50  
Intangible Tax Pd. \$ 10.00  
Karen Nicolai, Clerk of Circuit Ct.  
Hernando County, Florida  
By [Signature] D.C.

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041616  
O. R. 943 PG 0165  
FILED FOR RECORD  
KAREN NICOLAI, CLERK  
HERNANDO COUNTY, FL  
93 DEC -3 PM 12:17

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

6 LOT 12, BLOCK 14, ROYAL HIGHLANDS UNIT #2, RECORDS OF  
7 HERNANDO COUNTY, FLORIDA.  
8

9  
10 Which has the address of 10405 Gannet Avenue, Brooksville  
11 (Street) (City)

12  
13 Florida 34613 (herein the "Property Address");  
14 (Zip Code)

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

20 BORROWER COVENANTS, represents and warrants to the County and its successors  
21 and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right  
22 to mortgage, grant and convey the Property, and that the Property is unencumbered, except for  
23 the mortgage lien of the First Mortgage in favor of Community First Bank,  
24 and for other encumbrances of record. Borrower covenants, represents and warrants to the  
25 County and its successors and assigns that Borrower will defend generally the title to the  
26 Property against all claims and demands, subject to the mortgage lien of the First Mortgage and  
27 other encumbrances of record.

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

29 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced  
30 by the Note.

31 2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform  
32 all of the Borrower's obligations under the First Mortgage and any other mortgage, deed of  
33 trust or other security agreement with a lien which has priority over this Mortgage, including  
34 the Borrower's covenants to make payments when due. The Borrower shall pay or cause to

1 be paid all taxes, assessments and other charges, fines and impositions attributable to the  
2 Property which may attain a priority over this Mortgage, and leasehold payments or ground  
3 rents, if any.

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

8 The insurance carrier providing the insurance shall be chosen by the Borrower subject  
9 to approval by the County; provided, that such approval shall be unreasonably withheld. All  
10 insurance policies and renewals thereof shall be in a form acceptable to the County and shall  
11 include a standard mortgage clause in favor of, and in a form acceptable to the County. The  
12 County shall have the right to hold the policies and renewals thereof, subject to the terms of  
13 the First Mortgage and any other mortgage, deed of trust or other security agreement with a  
14 lien which has priority over this Mortgage.

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

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

22 4. Preservation and Maintenance of Property, Leaseholds, Condominiums, Planned Unit  
23 Developments. The Borrower shall keep the Property in good repair and shall not commit  
24 waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in  
25 a condominium or a planned unit development, the Borrower shall perform all of the  
26 Borrower's obligations under the declaration or covenants creating or governing such  
27 condominium or planned unit development, the by-laws and regulations of the condominium  
28 or planned unit development, and constituent documents.

29 5. Protection of County's Security. If the Borrower fails to perform the covenants and  
30 agreements contained in this Mortgage, or if any action or proceeding is commenced which

1 materially affects the County's interest in the Property, then the County, at appearances,  
2 disburse such sums, including reasonable attorneys' fees, and take such action as is necessary  
3 to protect the County's interest in the Property. If the County required mortgage insurance as  
4 a condition of making the Loan secured by this Mortgage, the Borrower shall pay the  
5 premiums required to maintain such insurance in effect until such time as the requirement for  
6 such insurance terminates in accordance with the Borrower's and the County's written  
7 agreement or applicable law.

8 Any amounts disbursed by the County pursuant to this Paragraph 5, with interest  
9 thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness  
10 of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other  
11 terms of payment, such amounts shall be payable upon notice from the County to the Borrower  
12 requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County  
13 to incur any expense or take any action hereunder.

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

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

23 8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the  
24 time for payment or modification of the sums secured by this Mortgage granted by the County  
25 to any successor in interest of the Borrower shall not operate to release, in any manner, the  
26 liability of the original Borrower and the Borrower's successors in interest. The County shall  
27 not be required to commence proceedings against such successor or refuse to extend time for  
28 payment or otherwise modify the sums secured by this Mortgage by reason of any demand  
29 made by the original Borrower and the Borrower's successors or remedy hereunder, or

1 otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any  
2 such right or remedy.

3 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The  
4 covenants and agreements herein contained shall bind, and the rights hereunder shall inure to,  
5 the respective successors and assigns of the County and the Borrower, subject to the provisions  
6 of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants,  
7 representations, warranties and agreements of Borrower shall be joint and several. Any  
8 Borrower who co-signs this Mortgage, but does not execute the Note; (a) is co-signing this  
9 Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to the  
10 County under the terms of this Mortgage; (b) is not personally liable on the Note or under this  
11 Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend,  
12 modify, forbear, or make any other accommodations with regard to the terms of this Mortgage  
13 or the Note without that Borrower's consent and without releasing that Borrower or modifying  
14 this Mortgage as to that Borrower's interest in the Property.

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

24 11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws  
25 of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the  
26 United States of America. In the event that any provision or clause of this Mortgage or the  
27 Note conflicts with applicable law, such conflict shall not affect other provisions of this  
28 Mortgage or the Note which can be given effect without the conflicting provision, and to this  
29 and the provisions of this Mortgage and the Note are declared to be severable. As used herein,

1 "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by  
2 applicable law or limited herein.

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

5 13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's  
6 obligations under any home rehabilitation, improvement, repair, or other loan agreement which  
7 Borrower enters into with N/A the County, at the County's option, may require Borrower to  
8 execute and deliver to the County, in a form acceptable to the County, an assignment of any  
9 rights, claims or defenses which Borrower may have against parties who supply labor, materials  
10 or services in connection with improvements made to the Property.

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

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

23 15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the  
24 Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including  
25 the covenants to pay when due any sums secured by this Mortgage, or in the event that the  
26 Borrower shall have made material misrepresentations or material omissions in his/her/their  
27 application for a Down Payment Assistance Loan, the County, at the County's option, may  
28 declare all of the sums secured by this Mortgage to be immediately due and payable without  
29 further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration  
30 of this Mortgage, the County shall give notice to the Borrower as provided in Paragraph 10,

1       thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such  
2       breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower,  
3       by which such breach must be cured; and (4) that failure to cure such breach on or before the  
4       date specified in the notice may result in acceleration of the sums secured by this Mortgage,  
5       foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform  
6       Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure  
7       proceeding the nonexistence of a default or any other defence of Borrower to acceleration and  
8       foreclosure. The County shall be entitled to collect in such proceeding all expenses of  
9       foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and cost of  
10      documentary evidence, abstracts and title reports.

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

26           17. Assignment of Rents; Appointment of Receiver. As additional security hereunder,  
27      the Borrower hereby assigns to the County the rents of the Property, provided that the  
28      Borrower shall, prior to acceleration under Paragraph 15, hereof or abandonment of the  
29      Property, have the right to collect and retain such rents as they become due and payable.

1           Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the  
2 County shall be entitled to have a receiver appointed by a court to enter upon, take possession  
3 of and manage the Property and to collect the rents of the Property including those past due.  
4 All rents collected by the receiver shall be applied first to payment of the costs of management  
5 of the Property and collection of rents, including, but not limited to, receiver's fees, premiums  
6 on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this  
7 Mortgage. The receiver shall be liable to account only for those rents actually received.

8           18. Release. Upon payment of all sums secured by this Mortgage, the County shall  
9 release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation,  
10 if any.

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

15           20. Special Homeownership Assistance Program; Down Payment Assistance Program;  
16 Covenants, Representations. The Borrower covenants, represents and warrants to the County  
17 that: (a) the Borrower, along with his/her/their family, intends to reside as a household in the  
18 Property; (b) the Property is a single-family residence, (c) the Borrower's total family income  
19 at the time of its application for the Loan was less than one hundred twenty percent (120%)  
20 of Florida or Hernando County's median income (whichever is greater), and (d) the Borrower  
21 is eligible to participate in the County's Down Payment Assistance Program.

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**REQUEST OF NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and County request the holder of any mortgage, deed of trust or other  
encumbrance with a lien which has priority over this Mortgage to give Notice to County, at  
County's address set forth on page one of this Mortgage, of any default under the superior  
encumbrance and of any sale or other foreclosure action.



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IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

**NOTICE TO BORROWER**

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

THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS Five Thousand Dollars (\$5,000.00) TOGETHER WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.

Signed, sealed and delivered in the presence of:

Donald C. Senger  
Name

Donald C. Senger  
Name

Margaret M Swanson  
Name Margaret M Swanson

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Paulo Batista  
Borrower Paulo Batista

18466 Shady Side Dr.  
Address  
Brooksville FL 34601

Tammy Batista  
Borrower Tammy Batista

18466 Shady Side Dr.  
Address  
Brooksville FL 34601

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 30<sup>th</sup> day of Nov, 1993, by Paulo Batista and Tammy Batista, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Margaret M Swanson  
MARGARET M. SWANSON  
COMMISSION # CC 318040  
EXPIRES SEP 22, 1997  
Atlantic Bonding Co., Inc.  
800-732-2245  
Name (type, print or stamp name)

Notary Public  
My Commission Expires

PREPARED BY  
HERNANDO COUNTY HOUSING AUTHORITY  
820 KENNEDY BLVD.  
BROOKSVILLE, FLORIDA 34601  
904-754-4160



O. R. 943 PG 0173

PROMISSORY NOTE

HERNANDO COUNTY, FLORIDA  
HOMEOWNERSHIP ASSISTANCE PROGRAM  
DOWN PAYMENT ASSISTANCE LOAN

Date: NOVEMBER 30, 1993 Brooksville, Florida

Borrower: PAULO and TAMMY BATISTA

Property Address: 10405 GANNET AVENUE, BROOKSVILLE, FLORIDA 34613

Property Legal Description: LOT 12, BLOCK 14, ROYAL HIGHLANDS

UNIT 2, RECORDS OF HERNANDO COUNTY, FLORIDA.

1. **BORROWERS PROMISE TO PAY**

I/We promise to pay FIVE THOUSAND and 00/100 DOLLARS (\$ 5,000.00) (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**

Principal payment shall be deferred until the house is sold or ceases to be the individual/family's primary residence. In the event that I/We sell, transfer, or rent my/our home, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00)

I/We will make my/our payment at Lender's address as stated in Section 1 above, or at 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 NOVEMBER 30, 1993, 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, or who sign this Note to transfer it to someone else 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 Notice Holder a notice of an address change.

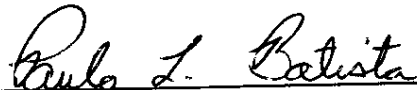
Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I/We give a notice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

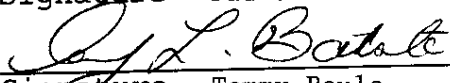
**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

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.

**NOTICE TO BORROWER**

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

  
\_\_\_\_\_  
Signature Paulo Batista

  
\_\_\_\_\_  
Signature Tammy Paulo

**PREPARED BY  
HERNANDO COUNTY HOUSING AUTHORITY  
820 KENNEDY BLVD.  
BROOKSVILLE, FLORIDA 34601  
904-754-4160**