

RECORDING FEES \$ 78.00  
MORTGAGE DOC STAMP \$ 52.50  
11/07/2006 Deputy Clk

INTANGIBLE TAX EXEMPT  
11/07/2006 Deputy Clk

OFFICIAL RECORDS  
BK 2354 PG: 1340

**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 31<sup>st</sup> day of October, 2006, between the Mortgagor, **Timothy J. Rogers (a single person)**, (herein the "Borrower") and the Mortgagee, Hernando County, a political subdivision 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, Countrywide Home Loans the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Fifteen Thousand dollars 00/xx (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 Fifteen Thousand dollars 00/xx, which indebtedness is evidenced by the Borrower's Promissory Note dated October 31, 2006, 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.

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:

Lot 9, Block 1789 of FOURTH REPLAT OF A PORTION OF SPRING HILL UNIT 25, a Subdivision, according to the Plat thereof as recorded in Plat Book 16, Page(s) 76-77, of the Public Records of Hernando County, Florida.

which has an address of 4473 Bayside Court Spring Hill  
(Street) (City)  
Florida 34608 (herein the "Property Address");  
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,



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

4  
5 BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that  
6 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property  
7 that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor Countrywide Home  
8 Loans, and for other encumbrances of record. Borrower covenants, represents and warrants to the County and its  
9 successors and assigns that Borrower will defend generally the title to the Property against all claims and demands,  
10 subject to the mortgage lien of the First Mortgage and other encumbrances of record.

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

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

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

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

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

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

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

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

39 5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements contained in  
40 this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the  
41 Property, then the County, at appearances, disburse such sums, including reasonable attorneys' fees, and take such action  
42 as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition  
43 of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance  
44 in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the  
45 County's written agreement or applicable law.

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

51 6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the



1 Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable  
2 cause therefore related to the County's interest in the Property.

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

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

14 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements  
15 herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the County  
16 and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage,  
17 all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-  
18 signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey  
19 that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the  
20 Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend,  
21 modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that  
22 Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the  
23 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 with N/A the County, at the  
41 County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an  
42 assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or  
43 services in 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, all sums 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



1 may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

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

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

28 17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby  
29 assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph  
30 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and  
31 payable.

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

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

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

43 20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants,  
44 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with  
45 his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the  
46 Borrower's total family income at the time of its application for the Loan was less than one hundred twenty percent  
47 (120%) of Florida or Hernando County's median income (whichever is greater), and (d) the Borrower is eligible to  
48 participate in the County's Down Payment Assistance Program.

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

1  
2 If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note  
3 or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.  
4

5 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in  
6 any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall  
7 have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his  
8 successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the  
9 Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free  
10 and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu  
11 of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.  
12

13  
14 **NOTICE TO BORROWER**  
15

16  
17  
18 **DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE**  
19 **COMPLETED BEFORE YOU SIGN.**

20 **THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS**  
21 Fifteen thousand dollars <sup>00</sup>/<sub>xx</sub> **TOGETHER WITH ACCRUED**  
22 **INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.**  
23

Signed, sealed and delivered in the presence of:

Timothy J. Rogers

[Signature]

Borrower

Timothy J. Rogers

**DOREEN C. MATIYOSUS**

Address

[Signature]

Signature

Michelle Leigh

Name:

Michelle Leigh

Borrower

Name:

Address

Signature

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 31<sup>st</sup> day of October, 2006, by Timothy J. Rogers, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

[Signature]

**DOREEN C. MATIYOSUS**

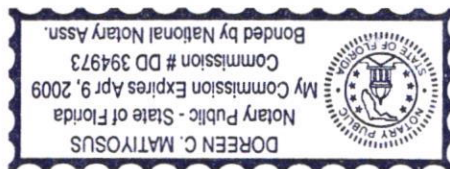
PREPARED BY:

HERNANDO COUNTY HOUSING AUTHORITY  
2 NORTH BROAD STREET  
BROOKSVILLE, FL. 34601  
(352)754-4160

Name (type, print or stamp name)

Notary Public

My Commission Expires





HERNANDO COUNTY  
HOUSING AUTHORITY  
2 NORTH BROAD STREET  
BROOKSVILLE, FL 34601

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

Date: October 31, 2006, Brooksville, Florida

Borrower(s): Timothy J. Rogers (a single person)

Property Address: 8473 Bayside Court Spring Hill, Fl 34608

Property Legal Description: Lot 9, Block 1789 of FOURTH REPLAT OF A PORTION OF SPRING HILL UNIT 25, a Subdivision, according to the Plat thereof as recorded in Plat Book 16, Page(s) 76-77, of the Public Records of Hernando County, Florida.

**1. BORROWERS PROMISE TO PAY**

I/We promise to pay Fifteen thousand 00/100 (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 \_\_\_\_\_.

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 October 31, 2006, 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.

**10. NOTICES TO BORROWER(S)**

This Promissory Note and the Second Mortgage Agreement securing payment of this Mortgage 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 \$15,000.00 dated October 31, 2006, the ("First Note"), made by Borrower payable to **Countrywide Home Loans**, ("First Lender") and secured by that certain Mortgage from Borrower to the First Lender, dated October 31, 2006, recorded in Official Record Books \_\_\_\_\_, page \_\_\_\_\_, in the Clerk's Office of Hernando County, Florida(the First Mortgage).

The Lender consents to any agreement of 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

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.**

  
Signature: \_\_\_\_\_\_\_\_\_\_  
Signature:\_\_\_\_\_  
Signature:

PREPARED BY:  
HERNANDO COUNTY HOUSING AUTHORITY  
2 NORTH BROAD STREET  
BROOKSVILLE, FL. 34601