Instr #2017016131 BK: 3450 PG: 1756, Filed & Recon : 3/23/2017 9:12 AM TLM Deputy Clk, #Pg

Don Barbee Jr, Clerk of the Circuit Court Hernando Co FL Rec Fees: \$78.00 Mtg Stamp: \$70.00 Int Tax Exempt

1 HERNANDO COUNTY

HOUSING AUTHORITY

1661 Blaise Drive

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 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 19 day of March , 2017, between the Mortgagor. John C. Hindman and Annette A. Tenaglia, (an unmarried couple) (heroin the "Borrower") and the Mortgagee, Hernando County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, PL 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, FBC. Mortgage, LLC. and/or Secretary of Housing and Urban Development of 22 Washington, DC, their respective 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 of Twenty Thousand Dollars and 00/100 24 (\$20,000.00) (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the 25 Property (as defined herein), which Property is a single-family residence. The Borrower's total family income at the 26 time of its application for the Loan is less than Bighty 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 Horrower pursuant to said program; and

WHEREAS, the Borrower is indebted to the County in the principal amount of Twenty Thousand Dollars 30 and 00/100 (\$20,000,00), which indebtedness is evidenced by the Borrower's Promissory Note dated March 14 31 2017, 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 Florids:

Lot 5, Block 1, River Country Estates, according to the Plat thereof, recorded in Plat Book 17, Page(s) 1 through 7, of the Public Records of Hernando County, Florida.

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which has an address of 8201 River Country Drive. Weeki Waches, 43 44 (Street) (City) Florida 34607 (herein the "Property Address"); Key #00795517 45 46 (Zlp Code)

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