

RECORD & RETURN TO
HOMELAND TITLE, INC
412 S. MAIN STREET
BROOKSVILLE, FL 34601

Doc# 2006-51305
Hernando Co., Florida
06/19/2006 2:54PM
KAREN NICOLAI, Clerk
RECORDING FEES \$ 78.00
MORTGAGE DOC STAMP \$ 52.58
06/19/2006 Deputy Clk
Deputy Clk
Deputy Clk

R HERNANDO COUNTY
2 HOUSING AUTHORITY
3 2 North Broad Street
4 BROOKSVILLE, FL 34601

A
/ 3

SECOND MORTGAGE
UNDER OFFICIAL RECORDS
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP PROGRAM
DOWN PAYMENT ASSISTANCE PROGRAM
BK: 2277 PG: 1237

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 16th day of JUNE, 2006, between the Mortgagor, **Thomas J. & Kathryn Wheeler (a married couple)**, (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, Suncoast Schools Federal Credit Union the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00) (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 amount of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated June 16, 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 1 and the North 1/2 of Lot 8, ORANGE HILL COURT, as per plat thereof recorded in Plat Book 5, Page 51, Public Records of Hernando County, Florida.
which has an address of 19 Kohen Rd Brooksville
(Street) (City)
Florida 34601 (herein the "Property Address");
(Zip Code)

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