

Instr #2015016591 BK: 3192 PG: 1688, Filed & Recorded: 3/19/2015 4:31 PM TLM Deputy Clk, #Pgs:9
 Don Barbee Jr, Clerk of the Circuit Court Hernando CO FL Rec Fees: \$78.00 Mtg Stamp: \$67.90

1501022
 Southeast Title Insurance
 2190 Mariner Blvd.
 Spring Hill, FL 34609

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

01/3

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

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.

THIS SECOND MORTGAGE is made this 12th day of March, 2015, between the Mortgagor, Patricia A. Herzog, ^{a single person} (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, Patricia A. Herzog, (a single woman). The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Nineteen Thousand Three Hundred Fifty Dollars and 00/100 (\$19,350.00) (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 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 Three Hundred Fifty Dollars and 00/100 (\$19,350.00), which indebtedness is evidenced by the Borrower's Promissory Note dated March 31, 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:

Lot 15, Block 1286, SPRING HILL, UNIT 20, as per plat thereof recorded in Plat Book 9, Pages 65-80, Public Records of Hernando County, Florida.

which has an address of 5461 Colchester Avenue, Spring Hill,
 (Street) (City)
 Florida 34608 (herein the "Property Address"); Key #00690988
 (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;

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1 and all of the foregoing, together with said pr
2 hereinafter referred to as the "Property."

3

4 BORROWER COVENANTS, repres
5 Borrower is lawfully seized of the estate hereby
6 and that the Property is unencumbered, exce
7 Acceptance Corporation and/or The Secret
8 other encumbrances of record. Borrower cov
9 assigns that Borrower will defend generally th
10 mortgage lien of the First Mortgage and other ei

11 BORROWER FURTHER COVENAN

12 1. Payment. The Borrower shal
13 Recipients/Borrower(s) may repay their loan at

14 2. Prior Mortgages and Deeds of Tr
15 obligations under the First Mortgage and any ot
16 has priority over this Mortgage, including the l
17 pay or cause to be paid all taxes, assessments an
18 may attain a priority over this Mortgage, and lea

19 3. Hazard Insurance. The Borrower
20 Property insured against loss by fire, hazards in
21 the County may require and in such amounts and

22 The insurance carrier providing the i

23 County; provided, that such approval shall not
24 shall be in a form acceptable to the County and
25 acceptable to the County. The County shall have
26 of the First Mortgage and any other mortgage,
27 over this Mortgage.

28 In the event of loss, the Borrower shall
29 County may make proof of loss if not made prior to

30 If the Property is abandoned by the Borrower
31 (30) days from the date notice is mailed by the County
32 for insurance benefits, the County is authorized
33 to restoration or repair of the Property or to the sale of the

34 4. Preservation and Maintenance of Property.
35 Borrower shall keep the Property in good repair and
36 Property. If this Mortgage is on a unit in a condominium
37 of the Borrower's obligations under the declaration of
38 unit development, the by-laws and regulations and other
39 documents.

40 5. Protection of County's Security.
41 contained in this Mortgage, or if any action or
42 interest in the Property, then the County may declare a
43 and County's rights in the Property, including the right to
44 by this Mortgage. Pursuant thereto, the County may recover
45 attorneys' fees, and take such action as is necessary to
46 required mortgage insurance as a condition of obtaining
47 premiums required to maintain such insurance. If the
48 terminates in accordance with the Borrower's obligation to

49 Any amounts disbursed by the County to the Borrower
50 percent (12%) per annum, shall become additional debt of the
51 parties agree to other terms of payment, such as interest
52 requesting payment thereof. Nothing contained

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1 any action hereunder.

2 6. Inspection. The County may ma
3 Property; provided that the County shall give t
4 cause therefore related to the County's interest in

5 7. Condemnation. The proceeds of a
6 with any condemnation or other taking of the P
7 hereby assigned and shall be paid to the Count
8 agreement with a lien which has priority over thi

9 8. Borrower Not Released; Forbeara
10 modification of the sums secured by this Mortg
11 shall not operate to release, in any manner, tl
12 interest. The County shall not be required to co
13 payment or otherwise modify the sums secur
14 Borrower and the Borrower's successors or ren
15 waiver of or preclude the exercise of any such ri

16 9. Successors and Assigns Bound; J
17 herein contained shall bind, and the rights herei
18 subject to the provisions of Paragraph 14 here
19 representations, warranties and agreements of
20 Mortgage, agrees that County and any other B
21 other accommodations with regard to the term
22 without releasing that Borrower or modifying th

23 10. Notice. Except for any notice req
24 to the Borrower provided for in this Mortgage
25 registered mail, postage prepaid, addressed to
26 Borrower may designate by notice to the Count
27 certified or registered mail, postage prepaid, to
28 the County may designate by notice to the Borr
29 be deemed to have been given to the Borrower c

30 11. Governing Law; Severability; Cos
31 and, to the extent applicable hereto, the laws a
32 provision or clause of this Mortgage or the M
33 provisions of this Mortgage or the Note which
34 provisions of this Mortgage and the Note are
35 "attorneys' fees" include all sums to the extent n

36 12. Borrower's Copy. Borrower shall
37 time of execution or after recordation hereof.

38 13. Rehabilitation Loan Agreement.
39 rehabilitation, improvement, repair, or other lo
40 County may require Borrower to execute and de
41 any rights, claims or defenses which Borrowe
42 connection with improvements made to the Prop

43 14. Transfer of the Property. If all or
44 otherwise conveyed, whether by voluntary act,
45 divested of title by judicial sale, levy or other p
46 the Property is leased or rented, the Note sec
47 provided herein.

48 The County shall give Borrower notice
49 (30) days from the date the notice is given as p
50 sums secured by this Mortgage. If Borrower f
51 may invoke any remedies permitted by this Mor

52 15. Acceleration; Remedies. Except

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1 covenant or agreement of the Borrower in this M
2 this Mortgage, or in the event that the Borrower
3 his/her/their application for a Down Payment Ad
4 secured by this Mortgage to be immediately du
5 by judicial proceeding. Prior to acceleration o
6 Paragraph 10, thereof specifying (1) the breach
7 a date, not less than ten (10) days from the date
8 and (4) that failure to cure such breach on or be
9 secured by this Mortgage, foreclosure by judici
10 Borrower of the right to reinstate after accelerat
11 of a default or any other defense of Borrower to
12 such proceeding all expenses of foreclosure, in
13 cost of documentary evidence, abstracts and title

14 16. Borrower's Right to Reinstate.
15 Mortgage due to the Borrower's breach, the Bo
16 to enforce this Mortgage discontinued at any
17 Borrower pays the County all sums which wou
18 breaches of any other covenants or agreements
19 reasonable expenses incurred by the County in e
20 Mortgage, and in enforcing the County's reme
21 reasonable attorneys' fees and court costs; and (
22 to assure that the lien of this Mortgage, the Co

23 Note secured by this Mortgage shall continue un
24 and the obligations secured hereby shall remain

25 17. Release. Upon payment of all s
26 without charge to Borrower. Borrower shall pay

27 18. Attorney's Fees. As used in this N
28 any, incurred in connection with the collection
29 brought and whether incurred at trial, on appeal

30 19. Refinancing of First Mortgage. I
31 the term of this loan, the County will only si
32 mortgage does not exceed the total of the rema
33 actually incurred refinancing costs (i.e. there c
34 original first mortgage payoff and actual refinan

35 20. Special Homeownership Assis
36 Representations. The Borrower covenants, re
37 his/her/their family, intends to reside as a house
38 Borrower's total family income at the time o
39 Hernando County's median income and (d)
40 Assistance Program.

41 The County consents to any agreeme
42 reduces or modifies any provisions of the Fir
43 repayment of money.

44
45 If any provision of the Promissory No
46 First Note or the First Mortgage, the terms and

47
48 In the event of a foreclosure or a deed in lie
49 collateral agreement restricting the use of the P
50 no further force or effect on subsequent owners
51 assigns (other than the Borrower or a related ei
52 foreclosure or deed in lieu of foreclosure of the

52 FORECLOSURE OF DEED IN LIEU OF FORECLOSURE OF THE

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1 restrictions. Furthermore, if the First Lender ac
2 lien of this Second Mortgage shall automatically

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NC

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11 **DO NOT SIGN THIS MORTGAGE IF I**

12 **COMPLETED BEFORE YOU SIGN.**

13 **THIS IS A MORTGAGE SECURING A PI**

14 **TOGETHER WITH FEES, EXTENTIONS,**

15 **SECOND MORTGAGE.**

5

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1 Signed, sealed and delivered in the presence of:

2

3

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Witness #1

10

11

Name:

12

13

14

Witness #2

15

16

Name:

17

18

19

20

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23

24 STATE OF FLORIDA

25 COUNTY OF HERNANDO

26

27 The foregoing was acknowledged
28 Patricia A. Herzog, who is person
29 identification and who did not take an oath.

30

31

32

33 PREPARED BY:

34 HERNANDO COUNTY HOUSING AUTHORITY

35 1661 BLAISE DRIVE

36 BROOKSVILLE, FL 34601

37 (352)754-4160

38

6

BK: 3192 PG: 1694

**Hernando County Housing Authority
1661 Blaise Drive
Brooksville, Florida 34601**

**PRO
HERNAND
HOMEOWNERS
DOWN PAYM**

Date: March 12, 2015, Brooks

**Borrower(s): Patricia A. Herzog (a sin
Property Address: 5461 Colchester Av
Property Legal Description:**

**Lot 15, Block 1286, SPRING HILL, U
Pages 65-80, Public Records of Herna**

Parcel ID #R32 323 17 5200 1286 0150

1. **BORROWERS PROMISE TO**
I/We promise to pay **Nineteen Thousand**
(this amount will be called "principal")
address is 20 North Main Street, Brook
of this Note. I/We understand that the
takes this Note by transfer and who is en
"Note Holder".

2. **INTEREST**
Interest on this Note shall be zero percent

3. **PAYMENTS**
After thirty (30) years, if the recipient c
principal payments shall be deferred t
accelerated, or ceases to be the recipie
event that I/We sell, transfer, or rent m
as the individual/family's primary resid
immediately pay the entire sum d
Nineteen Thousand Three Hundred I

I/We will make my/our payment at Lei
place if required by the Note Holder.

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4. BORROWER'S PAYMENT BE

I/We have the right to make payment, payment is known as a "full prepayment principal of the loan. When I/We make that I/We am/are doing so.

5. BORROWER'S FAILURE TO

A) DEFAULT:

If I/We do not pay the full amount I/We am/are in default, the Note is governed by applicable law and require me/us to pay the amount below.

B) PAYMENT OF NOTE HOLDER

If the Note Holder takes such action, I/We have the right to be paid back for all of its attorney's fees.

6. THIS NOTE SECURED BY A

In addition to the protection given to the
March 31, _____, 2015, protects
I/We do not keep the promises which I
how and under what conditions I/We r
amounts that I/We owe under this Note.

7. BORROWER'S WAIVERS

I/We waive my/our rights to require the
demand payment of the amount due (kr
have not been paid (known as "notice
nonpayment (known as a "protest"). A
keep the promises I/We have made th
agreement to make payments to the Nc
Note, also waives these rights.

8. GIVING NOTICE

Any notice that must be given to me/
mailing it by certified or registered m
Address above. A notice will be deliver
Notice Holder a notice of an address cha

Any notice that must be given to the N
certified or registered mail, postage pr
Section 1 above. A notice will be mail
notice of an address change.

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9. RESPONSIBILITY OF PERSONS

If more than one person signs this Note, each shall be jointly and severally liable for the full amount owed and to keep all of the provisions of this Note (as described in Section 7 at the time of the execution of this Note) and may enforce its rights under this Note against any co-signer and may enforce its rights against any co-signer who is not required to pay all of the amounts owed under this Note.

10. NOTICES TO BORROWER(S)

This Promissory Note and the Second Promissory Note and the Second Promissory Note expressly made subject and subordinate to the First Promissory Note having an original principal amount of 2015, the ("First Note"), made by Bc and/or The Secretary of Housing and and secured by that certain Mortgage from , recorded in Official Record Books County, Florida(the First Mortgage).

The Lender consents to any agreement or modification that extends, reduces or modifies any provisions of this Note.

provision requiring the repayment of agreement.

If any provision of this Promissory Note provision of the First Note or the First Note and the First Mortgage Agreement

NOTICE

**DO NOT SIGN THIS NOTE
ALL SPACES SHOULD**

PREPARED BY:

Hernando County Housing Authority

1661 Blaise Drive

Brooksville, Florida 34601

(352) 754-4160

