FACC/CCIS MORTGAGE DOC STAMP

RECORDING INTANGIBLE

11/16/2004

MOD FUND/COURT TECHNOLOGS

24.00

CIk

Deputy

HERNANDO COUNTY

HOUSING AUTHORITY 2 North Broad Street

BROOKSVILLE, FL 346)1

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 upon the sale or when the Unit should no longer be the primary 11 12 residence of the borrower. 13

THIS SECOND MORTGAGE is made this 5th day of November , 2004, between the Mortgagor, Darin W. Wiedmer (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, SUNTRUST MORTGAGE, INC, the Borrower has applied to the County for a Down Payment Assistance Loan the \$12,000.00 TWELVE THOUSAND AND 00/100===== (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 singlefamily residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred Fifteen Percent (115%) 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 County in the principal \$12,000.00 TWELVE THOUSAND AND 00/100===== which indebtedness is evidenced by the Borrower's Promissory Note dated Nov. 5th , 2004, 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:

36 SPRING HILL, UNIT 16, BLOCK 1029, LOT 2, PLAT BOOK 9, PAGE(S) 18-30, AS PER PLAT THEREOF 37 RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. 38

39 which has an address of \_\_\_\_\_\_4206 Candler Avenue Spring Hill 40 (Street) (City)

41 42 Florida \_ 34609 (herein the "Property Address"); 43 (Zip Code)

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

