OFFICEAL RECORDS BK: 2772 PG: 991 TRACEY 2772/991





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

SECOND MORTGAGE UNDER HERNANDO COUNTY, FLORIDA HOMEOWNERSHIP 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.

DOWN PAYMENT ASSISTANCE PROGRAM

THIS SECOND MORTGAGE is made this <u>24th</u>day of <u>September</u>, 2010, between the Mortgagor, Jennifer L. Fitzpatrick (a signle woman) (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, WELLS FARGO BANK, N.A., its successors and/or assigns as their interest may appear. The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of FIFTEEN THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$15,200.00) (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 <u>FIFTEEN THOUSAND TWO</u> <u>HUNDRED DOLLARS AND 00/100 (\$15,200.00)</u>, which indebtedness is evidenced by the Borrower's Promissory Note dated <u>September 24 2010</u>, 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 8, Block 1513, SPRING HILL, UNIT 22, as per plat thereof, recorded in Plat Book 10,
 Pages 31-43, of the Public Records of Hernando County, Florida.

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41 which has an address 6102 Deltona Boulevard Spring Hill
42 (Street) (City)
43 Florida 34606 (herein the "Property Address");
44 (Zip Code) INTANGIBLE PAX EXEMPT Deputy CII

09/30/2010 10:32AM # Pages 9
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

RECORDING FEES \$ 78.00 MORTGAGE DOC STAND 53.20 09/30/2010 Deputy Clk