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INSTR #2014003935 BK: 3069 PG: 514 Page 1 of 3 FILED & RECORDED 1/28/2014 1:28 PM TT Deputy Clk Don Barbee Jr, HERNANDO County Clerk of the Circuit Court

HERNANDO COUNTY EMERGENCY ROOF REPAIR PROGRAM DEFERRED PAYMENT LOAN AGREEMENT

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THIS AGREEMENT, MADE THIS <u>9th</u> day of <u>December</u>, <u>2013</u> and between <u>Larry J. Pollard and Pamela J. <u>Pollard</u>, (<u>husband and wife</u>) of <u>Hernando County</u> hereafter referred to as "Owner-Occupant", and HERNANDO COUNTY, a political subdivision of the State of Florida, through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Hernando County, Florida, described as follows:</u>

Legal Description:

Lot 6, Block 1315 of SPRING HILL, UNIT 20, according to the Plat thereof as recorded in Plat Book 9, Page(s) 65-80, of the Public Records of Hernando County, Florida.

Property Address: 13074 Santee Street, Spring Hill, FL 34609

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to the Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Hernando County SHIP Program, and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the twenty year period from the date hereof. The Deferred Payment Loan requires repayment when the unit is sold, or no longer the primary residence of the loan recipient or at the end of the loan term.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

- 1. The principal amount of the Deferred Payment Loan is **EIGHT THOUSAND THREE HUNDRED NINETY FIVE DOLLARS AND 00/100 (\$8,395.00)**. Receipt of which is hereby acknowledged by owner-occupant(s) and shall be based upon the final approved rehabilitation Contract price (unless other funds supplied by the Owner-Occupant, if any).
- 2. The term of the Deferred Payment Loan for rehabilitating the above described property shall be twenty years from the date hereof, at a zero percent (0%) annual rate of interest.
- 3. The amount of the Loan as herein provided shall also include any change orders approved expending government funds and shall be a lien against the property as described herein. Said lien shall be due and payable after the Owner-Occupant has completed the full twenty year term of this Agreement, or paid to the Housing Rehabilitation Program the balance of the Deferred Payment Loan that may become due to the Program as a result of the Owner-Occupant's default of the terms of this Agreement.