

2009034474

OFFICIAL RECORDS BK: 2664 PG: 1214





9:40AM # Pages 9

1	HERNANDO	COUNTY
2	HOUSING A	VTT ROHTIL

3 2 North Broad Street

4 BROOKSVILLE, FL 34601

Filed & Recorded in Official Records of HERNANDO COUNTY CLERK OF COURT KAREN NICOLAI

06/30/2009

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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 residence of the borrower.

THIS SECOND MORTGAGE is made this day of June, 2009, between the Mortgagor, David J. Stenger, Jr. & Misty Stenger, (husband and wife) (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, SUNTRUST MORTGAGE, INC., it's 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 FOIRTEEN THOUSAND THREE HUNDRED FORTY EIGHT DOLLARS AND 00/100 (\$14,348.00) (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 FOURTEEN THOUSAND THREE HUNDRED FORTY EIGHT DOLLARS AND 00/100 (\$14,348.00), which indebtedness is evidenced by the Borrower's Promissory Note dated 19th Jane, 2009, 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 3, BLOCK 785, SPRING HILL, UNIT 12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 74 THROUGH 83, INCLUSIVE, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

41	which has an address of	1063 Godfrey Ave.	Spring Hill	
47		(Street)		(City)
43	Florida <u>34609</u>	(herein the "Property Address")	:	
44	(Zip Code)	•	•	

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

RECORDING FEES \$ 78.00 MORTGAGE DOC STAMP \$ 50.40 06/30/2009 Deputy Clk

INTANGIBLE TAX EXEMPT 06/30/2009 Deputy Clk