Instr #2026021766 BK: 4690 PG: 437, Filed & Recorded: 4/1/2026 12:51 PM ALD Deputy Clk, #Pgs:10
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $86.50

**Return To:**
**Hernando County**
**Housing & Supportive Services**
**621 West Jefferson Street**
**Brooksville, FL 34601**

# MORTGAGE
# HERNANDO COUNTY
## State Housing Initiative Partnership Program
## Emergency Repair Loan

THIS AGREEMENT, MADE THIS June 27, 2025, and between Richard Block. of Hernando County hereafter referred to as "Owner-Occupant", and HERNANDO COUNTY, a political subdivision of the State of Florida, through its Emergency Repair Program, hereinafter referred to as "Emergency Repair Program", relates to the real property lying in Hernando County, Florida:

**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 Emergency Repair Program. The Loan is funded from the Hernando County SHIP Program, and

WHEREAS, Owner-Occupant is indebted to Lender in the principal sum of **$19,893.50** including subsequent change orders, but in no event in excess of $25,000.00 which indebtedness is secured by a recorded Mortgage and Mortgage Note ("Note") dated June 27, 2025 providing for payment of principal, by forgiveness of the indebtedness beginning from the date the Mortgage is executed hereinafter ("Loan Term") until the balance of the loan is satisfied.

WHEREAS Owner-Occupants covenants that Owner is lawfully seized of the estate and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Owner will warrant and defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Emergency Repair Program remains the Owner-Occupant in the affordability period from the date hereof the loan is deferred except as follows. The Deferred Payment Loan requires repayment when the unit is sold, is transferred, foreclosed upon, or is no longer the primary residence of the loan recipient.

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 **$19,893.50.** Receipt of which is hereby acknowledged by owner-occupant(s) and shall be based upon the final approved rehabilitation Contract price (unless other funds are supplied by the Owner-Occupant, if any).

2. Payment of the principal amount of this indebtedness evidenced by the Note is deferred and will not accrue interest while the Borrower complies with the terms of this Mortgage, remains fee simple owner of the

Mortgaged Property, and maintains the Mortgaged Property as the Borrower's principal residence for the term of **10 years** from the date this Mortgage is executed, and complies with the terms of this Mortgage.

3. Should the Borrower comply with all of the terms of this Mortgage and the Note for the duration of the Loan Term, then the full amount of the Note will be forgiven, and the Mortgage will be satisfied. The Borrower will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of this Mortgage and the Note. All payments accepted by the Lender will be applied by the Lender in the following order of priority: (a) interest, if any due under the Note; (b) principal due under the Note.

4. Without the prior written consent of the Lender, these amounts due, and owing shall be repaid immediately in full upon transfer of the Mortgaged Property either voluntarily or involuntarily; if the Borrower ceases to occupy the Mortgaged Property as a principal residence; if the Property is sold, leased, converted to a rental, if the Borrower refinances a senior mortgage loan in violation of the Lender's Subordination Policy, or as a result of the Owner-Occupant's default of the terms of this Mortgage (see Section 6 and 7).

5. 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 term of this Agreement, or as a result of the Owner-Occupant's default of the terms of this Mortgage (see Section 6 and 7).

6. An Event of Default will be the occurrence of any one of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by this Mortgage to be immediately due and payable, including, but not limited to, reasonable attorney's fees and entry upon the property to make repairs and cure periods have been satisfied:

a. Failure of the Borrower to perform any covenant, agreement, term, or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage.

b. Failure of the Borrower to maintain the Mortgaged Property as the Borrower's principal residence.

c. Failure of the Borrower to pay any installment of principal or interest, if any or any other sum, on the date it is due under the Note or this Mortgage.

d. Failure of the Borrower to keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Lender.

e. Failure of the Borrower to perform any other covenant, agreement, term or condition in the Note, the Mortgage, or any other document executed in connection with this Mortgage.

f. The entry or decree by a court having jurisdiction over the Mortgaged Property with respect to the Borrower in an involuntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency, or similar laws.

g. The commencement by the Borrower of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law.

h. The appointment of a receiver, liquidator, custodian, trustee, or similar official for any portion of the Mortgaged Property.

i. If the Borrower, or any persons or entities acting at the direction of the Borrower or with the Borrower's knowledge or consent gives materially false, misleading, or inaccurate information or statements to the Lender or fails to provide the Lender with material information in connection with this Mortgage and the loan application. Material misrepresentations include, but are not limited to, representations concerning the Borrower's occupancy of the Mortgaged Property as the Borrower's principal residence.

j. Any action or proceeding commenced that materially affects Lender's interest in the property, including but not limited to, foreclosure of the prior Mortgage, eminent domain, or code enforcement.

k. Failure to occupy the home as primary residence, loss of homestead exemption and/or renting or subletting a portion of or all of the property is a violation of this agreement.

**7. IF THE BORROWER FAILS TO PERFORM THE COVENANTS AND AGREEMENTS CONTAINED IN THIS MORTGAGE, INCLUDING BUT NOT LIMITED TO, FAILURE TO REMAIN THE OWNER, OR NO LONGER OCCUPIES THE HOME, REFINANCES FOR CASH OUT OR ACQUIRES AN EQUITY LINE IN VIOLATION OF THE LENDER'S SUBORDINATION POLICY, IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, FORECLOSED UPON, OR PROCEEDING COMMENCED THAT MATERIALLY AFFECTS LENDER'S INTEREST IN THE PROPERTY, OR OTHERWISE TRANSFERRED BY THE BORROWER WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE, WITHOUT NOTICE TO THE BORROWER.**

If said lien shall be in default for a period of thirty (30) days, Hernando County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee.

The Lender at the Lender's option, may make appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Owner secured by this Mortgage. Unless Owner and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Owner requesting payment thereof and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expenses or take any action hereunder.

8. Failure of Hernando County to exercise such default options shall not constitute a waiver of such options on any subsequent occasions. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. In the event the Borrower fails to occupy the Mortgaged Property as the Borrower's principal residence for the entire Loan Term specified in Paragraph 1 above or sells the Mortgaged Property (voluntarily or involuntarily through foreclosure or deed in lieu of a foreclosure) prior to the expiration of the Loan Term specified in Paragraph 1 above, the entire amount of this indebtedness, is subject to recapture by the Lender. The Lender will follow the provisions in its Rehabilitation Program Policy. The Lender will not share in any excess proceeds from a sale of the Mortgaged Property and is only entitled to a share of the net proceeds from the sale based on its Rehabilitation Program Policy. The Borrower shall pay when due, as hereinafter provided, all taxes, assessments, and any other charges or claims assessed, levied, or filed against the Borrower, the Mortgaged

Property, or the interest of the Lender in the Mortgaged Property, or that, by law, may have priority over the indebtedness secured by this Mortgage. The Borrower shall also pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

10. The Borrower will keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for the duration of the affordability period, including flood hazard insurance if in a 100-year flood plain, but in an amount at least equal to the outstanding amount of the sums secured by this Mortgage and any senior mortgages. All such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the Lender, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of the Lender and any other parties as shall be satisfactory to the Lender. All such policies and attachments thereto shall be delivered promptly to the Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which the latter event certificates thereof, satisfactory to the Lender, shall be delivered promptly to the Lender. The Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. Hernando County shall be listed as an additional insured on all such insurance policies.

11. In the event of condemnation, loss or damage to the Mortgaged Property, the Borrower will give to the Lender immediate notice thereof by mail, at the address herein above stated and the Lender may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

In the event of condemnation or conveyance in lieu of condemnation, the proceeds of any award or claim for damages, direct or consequential, are hereby assigned and shall be paid to the Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Owner. In the event of a partial taking of the Property, unless Owner and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Owner.

If the Property is abandoned by Owner, or if, after notice by Lender to Owner that the condemner offers to make an award or settle a claim for damage, Owner fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

12. This Mortgage will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. If the Borrower, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally and they shall be obligated jointly and severally under all the provisions hereof and under the Note. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

13. The Lender agrees at the request of the Borrower to execute an agreement subordinating this Mortgage to a subsequent mortgage incurred against the Mortgaged Property, provided that there is sufficient equity in the Property to Protect the interest of all prior Mortgages and to protect Lender's interest in the Property and that the lien incurred complies with all of the Lender's terms and conditions, including the Lender's Subordination Policy. Such subordination will be made by execution of a separate agreement between Lender and a bank or mortgage company qualified to do business in the State of Florida. Subordinations, where the borrower requests cash out against equity on the Property may not be approved by the Rehabilitation Program.

14. Upon payment of all sums secured by this Mortgage and the Note or if the Borrower satisfies all of the terms contained herein for the duration of the Loan Term provided for in Paragraph 1, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to the Borrower or any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the Borrower and the Borrower's successors in interest.

15. If the homeowner(s) die(s), the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

16. If at any time it is determined by Hernando County that the Owner-Occupant qualified for and received Emergency Repair funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan (and any change order amounts) shall immediately become due and payable to Hernando County by the Owner-Occupant.

17. Except for any notice required under applicable law to be given in another manner (a) any notice to Owner provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Owner at the Property Address or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Owner or Lender when given in the manner designated herein.

18. This Mortgage shall be governed by Florida Law. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note that can be given effect with-out the conflicting provision, and to this end, the provisions of the Mortgage and the Note are declared to be severable. Venue for any dispute arising from or relating to this instrument shall be in Hernando County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

| | |
|---|---|
| ______________________ | x Richard Block |
| Witness #1 Signature | Owner-Occupant |
| | x Richard Block |
| | Print Name |
| ______________________ | ______________________ |
| Witness #2 Signature | Co-Occupant |
| | ______________________ |
| | Print Name |

STATE OF FLORIDA

Before me, the undersigned authority, this 27th day of June 2025, personally appeared Richard Block of Hernando County who acknowledges before me that Richard Block. freely and voluntarily executed this Agreement for the purpose therein expressed.

Notary Public, State of Florida

[Stamp]

NOTARY PUBLIC STATE OF FLORIDA
JESSICA E. FLYNN
Commission # HH 298838
Expires October 16, 2026

LOCAL GOVERNMENT AUTHORIZATION OF DEFERRED PAYMENT LOAN AGREEMENT:

Before me, the undersigned authority, this 20 day of ~~June~~ MARCH ~~2025,~~ 2026 personally appeared Veda Ramirez of Hernando County who acknowledges before me that Veda Ramirez freely and voluntarily executed this Agreement for the purpose therein expressed.

By: ______________________
Veda Ramirez, Director
Hernando County Housing and Supportive Services

Erin E. Donnelly
Notary Public, State of Florida

[Stamp]

Notary Public State of Florida
Erin E. Donnelly
My Commission HH 750951
Expires 12/21/2029

Hernando County
Housing & Supportive Services
621 West Jefferson Street
Brooksville, Florida 34601

**PROMISSORY NOTE**
**HERNANDO COUNTY**
**State Housing Initiative Partnership Program (SHIP)**
**EMERGENCY REPAIR Program**

**PROMISSORY NOTE**

Folio Number: Key# 00283543
Case Number: _____
Legal Description: SPRING HILL UNIT 9 BLK 529 LOT 11 ORB 361 PG 429 ORB 1744 PG 114

Date: June 27, 2025

Amount: **$19,893.50**

**FOR VALUE RECEIVED**, Richard Block, whose principal address is 11710 Linden Dr., Spring Hill, Florida 34608, hereinafter, and if more than one party jointly and severally, referred to as the "Borrower", promises to pay to the order of Hernando County, Florida, a political subdivision of the State of Florida, whose principal address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "Lender", or its successors, the principal sum **$19,893.50**, including subsequent change orders, but in no event in excess of $25,000.00, being payable in lawful money of the United States of America.

1. **SECURITY:** This Note is secured by a Mortgage of the same date as this Note, covering certain premises, located at 11710 Linden Dr., Spring Hill, Florida 34608, as well as personal guarantees, security interests, and other collateral, hereinafter referred to as the "Mortgaged Property".

2. **DEFERRED PAYMENT:** Payment of the principal amount of this Note is deferred while the Borrower remains fee simple owner of the Mortgaged Property and complies with the terms of that certain Mortgage between the parties giving purpose to this instrument. During the deferment this Note interest will accrue at the rate of 0% per annum, subject to the exclusions below. If the Borrower retains use and ownership as defined by the Mortgage for the term of **10** years, hereinafter referred to as the "Loan Term", then this Note will be considered satisfied under the terms of said Mortgage.

3. **DEFAULT & ACCELERATION:** The Lender shall have the optional right to declare the amount of the total unpaid balance hereof, including any applicable interest, to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, in accordance with the notice and cure provisions stated in the Mortgage, upon the occurrence of any Event of Default as defined in the Mortgage or the Borrower's failure to perform any of the terms and conditions in this Note. Payment of these amounts may be enforced and recovered by the entry of judgment on this Note and the issuance of execution on the judgment. **IF THE BORROWER DOES NOT REMAIN OWNER, OR NO LONGER OCCUPIES THE HOME, REFINANCES FOR CASH OUT OR ACQUIRES AN EQUITY LINE IN VIOLATION OF THE LENDER'S SUBORDINATION POLICY, IF ALL OR ANY PART OF THE PROPERTY OR AN**

**INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, FORECLOSED UPON, OR OTHERWISE TRANSFERRED BY THE BORROWER WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, <u>THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE, WITHOUT NOTICE TO THE BORROWER.</u>**

4. **<u>REMEDIES:</u>** The remedies of the Lender provided in this Note and in the Mortgage, or any other remedies available to the Lender at law or in equity shall be cumulative and concurrent and may be pursued separately, successively, or together at the sole discretion of the Lender, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy. Upon default, this Note will accrue interest at the federal funds rate overnight plus two points, not to exceed the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

5. **<u>RECAPTURE:</u>** In the event the Borrower fails to occupy the Mortgaged Property as the Borrower's principal residence for the entire Loan Term specified in Paragraph 2 above or sells the Mortgaged Property (voluntarily or involuntarily through foreclosure or deed in lieu of a foreclosure) prior to the expiration of the Loan Term specified in Paragraph 2 above, outstanding balance of this indebtedness is subject to recapture by the Lender. The Lender will follow the recapture provisions in its Rehabilitation Program Policy. The Lender will not share in any excess proceeds from a sale of the Mortgaged Property and is only entitled to a share of the net proceeds from the sale based on its Rehabilitation Program Policy.

6. **<u>ESTOPPEL/WAIVER:</u>** Failure of the Lender to declare a default shall not constitute a waiver of such default. A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of the Mortgage. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

7. **<u>PREPAYMENT:</u>** The Borrower reserves the right to prepay at any time all or part of the principal amount of this Note, including any interest accrued, without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and then to the accrued interest, if any.

8. **<u>SUBORDINATION</u>**: Lender and Borrower acknowledge and agree that this Note is subject to the Lender's Subordination Policy.

9. **<u>RESPONSIBILITY OF PERSONS UNDER THIS NOTE</u>**: All persons who sign this Note are fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to fulfill all obligations pursuant to this Note. The Lender may enforce its rights under this Note against each of the Borrowers individually or against all of the Borrowers together and may enforce its right against any of the Borrowers in any order. This means that any of the Borrowers may be required to pay all of the amounts owed under this Note.

10. **<u>COLLECTION COSTS:</u>** If suit is instituted by the Lender to recover this Note, the Borrower agrees to pay all costs of such collection including reasonable attorney's fees and court costs.

11. **<u>PARTIES:</u>** The words "Borrower" and "Lender" in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

**12.** **CONSTRUCTION AND VENUE:** This Note shall be governed by and construed under the laws of the State of Florida. Venue for any dispute arising from or relating to this instrument shall be in Hernando County, Florida.

**[Signatures on the following page]**

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF,** this Mortgage has been duly signed and sealed by the Borrower on the day and year first above written.

**Signed, sealed, and delivered in the presence of:**

| | |
|---|---|
| ______________________ | x Richard Block |
| Witness Signature | Borrower Signature |
| ______________________ | x Richard Block |
| Name Printed or Typed | Name Printed or Typed |
| ______________________ | ______________________ |
| Witness Signature | Borrower Signature |
| ______________________ | ______________________ |
| Name Printed or Typed | Name Printed or Typed |

STATE OF ~~Hernando~~ Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of June, 2025 by Richard Block. He/she is personally known to me ☐ or has produced FL Driver's License (type of identification) as identification.
B420-744-63-380

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
JESSICA E. FLYNN
Commission # HH 298838
Expires October 16, 2026

______________________
Notary Public

Jessica Flynn
Name Typed, Printed, or Stamped

My Commission Expires: 10/16/26