

FILE# 2002-003079  
HERNANDO COUNTY, FLORIDA

RCD 01M 15 2002 03:24pm  
KAREN NICOLAI, CLERK

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**SECOND MORTGAGE  
UNDER  
HERNANDO COUNTY, FLORIDA  
HOMEOWNERSHIP PROGRAM  
DOWN PAYMENT ASSISTANCE 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.

THIS SECOND MORTGAGE is made this 28 day of Dec, 2001, between the Mortgagor, Tammy D. Rau, (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, CTX MORTGAGE, the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of TWELVE-THOUSAND AND FIVE-HUNDRED AND 00/100 DOLLARS (\$12,500.00) (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 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 to the County in the principal TWELVE-THOUSAND AND FIVE-HUNDRED AND 00/100 DOLLARS (\$12,500.00) which indebtedness is evidenced by the Borrower's Promissory Note dated Dec 28, 2001, 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:

*BROOKHAVEN SOUTH, Unit 1, Block "B", LOT 1, AS PER PLAT THEREOF RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.*

which has an address of 18288 Brookhaven Blvd. Brooksville  
(Street) (City)  
Florida 34609 (herein the "Property Address");  
(Zip Code)

MTG DOC STAMPS 43.75  
01/15/02 [Signature] Deputy Clk

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) hereinafter referred to as the "Property."

INTANGIBLE TAX 25.00  
01/15/02 [Signature] Deputy Clk

R Metropolitan Title  
10482 Spring Hill Dr.  
Spring Hill, FL 34608