

2008058683

LORINDA 2005/201

OFFICIAL RECORDS
BK: 2605 PG: 201



RECORDING FEES \$ 78.00
MORTGAGE DOC STAMP \$ 38.50
10/28/2008 Deputy Clk

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1 HERNANDO COUNTY
2 HOUSING AUTHORITY
3 2 North Broad Street
4 BROOKSVILLE, FL 34601

5 **SECOND MORTGAGE**
6 **UNDER**
7 **HERNANDO COUNTY, FLORIDA**
8 **HOMEOWNERSHIP PROGRAM**
9 **DOWN PAYMENT ASSISTANCE PROGRAM**

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11 This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary
12 residence of the borrower.

13 THIS SECOND MORTGAGE is made this 24th day of October, 2008, between the Mortgagor,
14 Benjamin T. Couture (a single person), (herein the "Borrower") and the Mortgagee, Hernando County, a political
15 sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the
16 "County").

17 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for
18 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the
19 "First Mortgage") in favor of, PHH Mortgage Corporation the Borrower has applied to the County for a Down
20 Payment Assistance Loan in the amount of
21 11,000.00 (the "Loan"), the Borrower, along
22 with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-
23 family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred
24 Twenty Percent (120%) of Hernando County's or the State of Florida's median family income, whichever is greater, the
25 Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to
26 extend and has extended a loan to the Borrower pursuant to said program; and

27 WHEREAS, the Borrower is indebted to the County in the principal
28 11,000.00, which indebtedness is evidenced by the
29 Borrower's Promissory Note dated Oct. 24, 2008, and extensions and renewals dated thereof (herein "Note"),
30 providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when
31 it is no longer the Borrower's primary residence.

32 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all other
33 sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants
34 and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the County
35 the following described property located in the County of Hernando, State of Florida:

36 **The West 70 feet of Lots 34 and 35, Woodlawn Addition, to Brooksville, as per plat thereof,**
37 **recorded in Plat Book 4, page 17, public records of Hernando County, Florida.**

38
39 **Parcel ID# R27 222 19 4320 0000 0341**

40
41 which has an address of 21017 Pinewood Dairy Rd Brooksville
42 (Street) (City)
43 Florida 34601 (herein the "Property Address");
44 (Zip Code)

INTANGIBLE TAX EXEMPT
10/28/2008 Deputy Clk

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