

R-ENV *Don Rodriguez*

INSTR #2018021080 BK. 3571 PG: 479 Page 1 of 9
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Don Barbee Jr. HERNANDO County Clerk of the Circuit Court
Rec Fees: \$78.00 Mtg Stamp: \$63.00

1 HERNANDO COUNTY
2 HOUSING AUTHORITY
3 621 West Jefferson St.
4 BROOKSVILLE, FL 34601

a

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

This is a Mortgage where the Balance is due at the time the home is sold, transferred, foreclosed upon or ceases to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the borrower/recipient continues to live in the unit the loan is forgiven.

THIS SECOND MORTGAGE is made this 29 day of March, 2018, between the Mortgagor, Juan C. Villela and Claudia E. Urbina Castro, (a married couple), (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, Home Point Financial Corporation, its successors and/or assigns as their interests may appear. The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Eighteen Thousand Dollars and 00/100 (\$18,000.00), (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 Eighty Percent (80%) of Hernando County's median family income. 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 amount of Eighteen Thousand Dollars and 00/100 (\$18,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated March 29, 2018, and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal indebtedness. If not sooner paid, the Note is 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 11, Block 950, Spring Hill Unit 15, according to the map or plat thereof as recorded in Plat Book 9, Page 10, Public Records of Hernando County, Florida.

which has an address of 10493 Ireland Street, Spring Hill, FL
(Street) (City)
Florida 34609 (herein the "Property Address"); Key #00589571