

Instr #2018023320 BK: 3574 PG: 935, Filed & Recorded: 4/17/2018 4:00 PM MRF Deputy Clk, #Pgs:6
 Don Barbee Jr, Clerk of the Circuit Court Hernando CO FL Rec Fees: \$52.50 Mtg Stamp: \$52.50 Int Tax \$30.00

R→ RETURN TO:
 CARTER, CLENDENIN & FOREMAN, PLLC
 ATTORNEYS AT LAW
 5308 SPRING HILL DRIVE
 SPRING HILL, FL 34606

1 HERNANDO COUNTY
 2 HOUSING AUTHORITY
 3 621 West Jefferson St.
 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 at the time the home is sold, transferred, foreclosed upon or ceases
 12 to be the borrower/recipient's primary residence, which ever may occur first. After thirty (30) years, if the
 13 borrower/recipient continues to live in the unit the loan is forgiven.

14
 15 THIS SECOND MORTGAGE is made this 15th day of April, 2018, between the Mortgagor,
 16 Brittany C. Guarneri, (an unmarried woman), (herein the "Borrower") and the Mortgagee, Hernando County, a
 17 political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800
 18 (herein the "County").

19 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for
 20 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the
 21 "First Mortgage") in favor of, Patriot Lending Services, Inc., ISAOA/ATIMA. The Borrower has applied to the
 22 County for a Down Payment Assistance Loan in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00),
 23 (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined
 24 herein), which Property is a single-family residence. The Borrower's total family income at the time of its application
 25 for the Loan is less than Eighty Percent (80%) of Hernando County's median family income. The Borrower is eligible to
 26 participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has extended a
 27 loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Fifteen Thousand Dollars
 29 and 00/100 (\$15,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated April 15, 2018
 30 —, and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment of the principal
 31 indebtedness. If not sooner paid, the Note is due and payable on the sale of the property or when it is no longer the
 32 Borrower's primary residence.

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

37
 38
 39 **Lot 2, Block 383, Royal Highlands, Unit No. 6, according to the map or plat thereof, as recorded in Plat Book 12,**
 40 **page(s) 67 through 79, inclusive, of the Public Records of Hernando County, Florida.**

41
 42 which has an address of 12510 Maginn Court, Weeki Wachee, FL
 43 (Street) (City)
 44 Florida 34614 (herein the "Property Address"); Key # 00743976
 45

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TOGETHER with all the improvements and appurtenances and rents, all of which shall be deemed to be included in the Property, and all of the foregoing, together with said property hereinafter referred to as the "Property."

BORROWER COVENANTS, representing and warranting that the Borrower is lawfully seized of the estate hereby mortgaged and that the Property is unencumbered, except for the mortgage of Inc., ISAOA/ATIMA and for other encumbrances of record in the County and its successors and assigns that Borrower covenants and warrants that the First Mortgage demands, subject to the mortgage lien of the First Mortgage.

BORROWER FURTHER COVENANTS

1. Payment. The Borrower shall pay to the Recipients/Borrower(s) may repay their loan at or before maturity.

2. Prior Mortgages and Deeds of Trust. The Borrower covenants and warrants that no obligations under the First Mortgage and any other mortgage or deed of trust has priority over this Mortgage, including the First Mortgage, and shall pay or cause to be paid all taxes, assessments and charges that may attain a priority over this Mortgage, and leave the First Mortgage in full force and effect.

3. Hazard Insurance. The Borrower covenants and warrants that the Borrower shall maintain and cause to be maintained a hazard insurance policy covering the Property for the full term of the First Mortgage.

23 Property insured against loss by fire, hazards in
24 the County may require and in such amounts and
25 The insurance carrier providing the in
26 County; provided, that such approval shall not
27 shall be in a form acceptable to the County and
28 acceptable to the County. The County shall have
29 of the First Mortgage and any other mortgage,
30 over this Mortgage.

31 In the event of loss, the Borrower shall
32 County may make proof of loss if not made prom

33 If the Property is abandoned by the B
34 (30) days from the date notice is mailed by the C
35 for insurance benefits, the County is authorized
36 to restoration or repair of the Property or to the s

37 4. Preservation and Maintenance of Property
38 Borrower shall keep the Property in good repair
39 Property. If this Mortgage is on a unit in a cond
40 of the Borrower's obligations under the declarat
41 unit development, the by-laws and regulations
42 documents.

43 5. Protection of County's Security.
44 contained in this Mortgage, or if any action or p
45 interest in the Property, then the County may do
46 and County's rights in the Property, including pa
47 by this Mortgage. Pursuant thereto, the County
48 attorneys' fees, and take such action as is necess
49 required mortgage insurance as a condition of n
50 premiums required to maintain such insurance in
51 terminates in accordance with the Borrower's an
52 Any amounts disbursed by the County

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1 percent (12%) per annum, shall become additic
2 parties agree to other terms of payment, such
3 requesting payment thereof. Nothing contained
4 any action hereunder.

5 6. Inspection. The County may ma
6 Property; provided that the County shall give
7 cause therefore related to the County's interest in

8 7. Condemnation. The proceeds of a
9 with any condemnation or other taking of the F
10 hereby assigned and shall be paid to the Count
11 agreement with a lien which has priority over th

12 8. Borrower Not Released; Forbeara
13 modification of the sums secured by this Mortg
14 shall not operate to release, in any manner, th
15 interest. The County shall not be required to co
16 payment or otherwise modify the sums secure
17 Borrower and the Borrower's successors or ren
18 waiver of or preclude the exercise of any such ri

19 9. Successors and Assigns Bound; Jo
20 herein contained shall bind, and the rights hereu
21 subject to the provisions of Paragraph 14 here
22 representations, warranties and agreements of l

23 Mortgage, agrees that County and any other B
24 other accommodations with regard to the term
25 without releasing that Borrower or modifying the

26 10. Notice. Except for any notice required
27 to the Borrower provided for in this Mortgage,
28 registered mail, postage prepaid, addressed to
29 Borrower may designate by notice to the County,
30 certified or registered mail, postage prepaid, to
31 the County may designate by notice to the Borrower
32 be deemed to have been given to the Borrower or

33 11. Governing Law; Severability; Costs
34 and, to the extent applicable hereto, the laws and
35 provision or clause of this Mortgage or the Note
36 provisions of this Mortgage or the Note which conflict
37 provisions of this Mortgage and the Note are
38 "attorneys' fees" include all sums to the extent necessary

39 12. Borrower's Copy. Borrower shall provide
40 time of execution or after recordation hereof.

41 13. Rehabilitation Loan Agreement. For the purpose of
42 rehabilitation, improvement, repair, or other loan
43 County may require Borrower to execute and defend
44 any rights, claims or defenses which Borrower may have
45 connection with improvements made to the Property.

46 14. Transfer of the Property. If all or part of the
47 otherwise conveyed, whether by voluntary act, or
48 divested of title by judicial sale, levy or other process,
49 the Property is leased or rented, the Note security shall be
50 provided herein.

51 The County shall give Borrower notice
52 (30) days from the date the notice is given as provided

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1 sums secured by this Mortgage. If Borrower f
2 may invoke any remedies permitted by this Mor
3 15. Acceleration; Remedies. Except
4 covenant or agreement of the Borrower in this M
5 this Mortgage, or in the event that the Borrowe
6 his/her/their application for a Down Payment As
7 secured by this Mortgage to be immediately du
8 by judicial proceeding. Prior to acceleration o
9 Paragraph 10, thereof specifying (1) the breach
10 a date, not less than ten (10) days from the date
11 and (4) that failure to cure such breach on or bel
12 secured by this Mortgage, foreclosure by judici
13 Borrower of the right to reinstate after accelerati
14 of a default or any other defense of Borrower to
15 such proceeding all expenses of foreclosure, in
16 cost of documentary evidence, abstracts and title
17 16. Borrower's Right to Reinstate. 1
18 Mortgage due to the Borrower's breach, the Bor
19 to enforce this Mortgage discontinued at any t
20 Borrower pays the County all sums which woul
21 breaches of any other covenants or agreements
22 reasonable expenses incurred by the County in e

23 Mortgage, and in enforcing the County's remedy
24 reasonable attorneys' fees and court costs; and (c)
25 to assure that the lien of this Mortgage, the County
26 Note secured by this Mortgage shall continue unimpaired
27 and the obligations secured hereby shall remain in full force and effect.

28 17. Release. Upon payment of all si
29 without charge to Borrower. Borrower shall pay

30 18. Attorney's Fees. As used in this M
31 any, incurred in connection with the collection
32 brought and whether incurred at trial, on appeal,

33 19. Refinancing of First Mortgage. In
34 the term of this loan, the County will only su
35 mortgage does not exceed the total of the remain
36 actually incurred refinancing costs (i.e. there ca
37 original first mortgage payoff and actual refinanc

38 20. Special Homeownership Assist
39 Representations. The Borrower covenants, rep
40 his/her/their family, intends to reside as a househ
41 Borrower's total family income at the time of
42 Hernando County's median income and (d) th
43 Assistance Program.

44 The County consents to any agreement
45 reduces or modifies any provisions of the Firs
46 repayment of money.

47
48 If any provision of the Promissory Note
49 First Note or the First Mortgage, the terms and p

50
51 In the event of a foreclosure or a deed in lieu
52 collateral agreement restricting the use of the Pre

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1 no further force or effect on subsequent owners
2 assigns (other than the Borrower or a related en
3 foreclosure or deed in lieu of foreclosure of the
4 restrictions. Furthermore, if the First Lender ac
5 lien of this Second Mortgage shall automatically

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14 **DO NOT SIGN THIS MORTGAGE IF I**

15 **COMPLETED BEFORE YOU SIGN.**

16 **THIS IS A MORTGAGE WHERE THE F**

17 **ACCRUED INTEREST, IF ANY, UNDER T**

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1 Signed, sealed and delivered in the presence of:

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Audrey Lynn Mason

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Witness #1

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Audrey Lynn Mason

11

Name:

12

13

Christina A. Lehouillier

14

Witness #2

15

CHRISTINA A. LEHOULLIER

16

Name:

17

18

19

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23

24 STATE OF FLORIDA

25 COUNTY OF HERNANDO

26

27

The foregoing was acknowledged
28 Anthony C. Warner who is person
29 identification and who did not take an oath.

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32

33 PREPARED BY:

34 HERNANDO COUNTY HOUSING AUTHORITY

35 621 West Jefferson Street

36 BROOKSVILLE, FL 34601

37 (352)754-4160

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