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

RCD 10M 03 2001 03:49pm
KAREN NICOLAI, CLERK

MTG DOC STAMPS 33.25
10/03/01
Deputy CLK

INTANGIBLE TAX 19.88
10/03/01
Deputy CLK

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 September, 2001, between the Mortgagor, Fredy & Barbara Gaier, (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, CHASE MANHATTAN MORTGAGE, the Borrower has applied to the County for a Down Payment Assistance Loan in the amount of NINE-THOUSAND AND FOUR-HUNDRED AND FORTY-TWO AND 00/100 DOLLARS (\$9,442.00) (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 NINE-THOUSAND AND FOUR-HUNDRED AND FORTY-TWO AND 00/100 DOLLARS (\$9,442.00) which indebtedness is evidenced by the Borrower's Promissory Note dated September 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:

*SPRING HILL, Unit 8, Block 449, Lot 20, AS PER PLAT THEREOF RECORDED IN *THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.*

which has an address of 10507 Horizon Drive Spring Hill
(Street) (City)

Florida 34608 (herein the "Property Address");
(Zip Code)

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) are hereinafter referred to as the "Property."

*Plat Book 8, Pages 27 through 37, inclusive

R Alday-Denatson