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 RETURN TO:
KANE LAW, P.A.
R-ENV 13218 SPRING HILL DR.
SPRING HILL, FL 34809

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
12 ceases 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 18th day of November, 2019, between the Mortgagor,
16 Nicholas P. Austin, (a single man), (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-
17 division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the
18 "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, Home Point Financial Corporation, ISAOA/ATIMA The Borrower has applied to the
22 County for a Down Payment Assistance Loan in the amount of Ten Thousand Dollars and 00/100 (\$10,000.00), (the
23 "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
26 to participate in the County's Down Payment Assistance Program, and the County has agreed to extend and has
27 extended a loan to the Borrower pursuant to said program; and

28 WHEREAS, the Borrower is indebted to the County in the principal amount of Ten Thousand Dollars and
29 00/100 (\$10,000.00), which indebtedness is evidenced by the Borrower's Promissory Note dated November 18, 2019,
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
34 other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the
35 covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to
36 the County the following described property located in the County of Hernando, State of Florida:

37
38 Lot 3, Block 1488, Spring Hill Unit 22, according to the map or plat thereof, as recorded in Plat Book 10, Page(s)
39 31 through 43, inclusive, of the Public Records of Hernando County, Florida.

40
41 which has an address of 5220 Juliet Court, Spring Hill, FL
42 (Street) (City)
43 Florida 34606 (herein the "Property Address"); Key # 00318212
44

45 *intangible tax is not be collected on the mortgage
46