12

13 14

15

16

18

19

INSTR #2015068866 BK. 331 776 Page 1 of 9 FILED & RECORDED 12/7:2615 TO 24 AM TLM Deputy Cik Don Barbee Jr. HERNANDO County Clerk of the Circuit Count Rec Fees \$76.00 Mtg Stamp: \$22.75

1 HERNANDO COUNTY

HOUSING AUTHORITY

1661 Blaise Drive

BROOKSVILLE, FL 34601

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 25thday of November , 2015, between the Mortgagor, Joshua D. Hnilica, (an unmarried man) (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, Joshua D. Hnilica, (an unmarried man). The Borrower has applied to the County for a Down Payment Assistance Loan in the amount of Six Thousand Four Hundred Sixteen Dollars and 02/100

23 \$6,416.02 (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a household in the 24 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 Six Thousand Four Hundred 29Sixteen Dollars and 02/100 , which indebtedness is evidenced by the Borrower's Promissory Note dated 30 November 25 2015, and extensions, additions, fees and renewals dated thereof (herein "Note"), providing for payment 31 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. 33

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 24, Block 71, SPRING HILL, UNIT 2, as per plat thereof recorded in Plat Book 7, Pages 65-79, Public Records of Hernando County, Florida.

which has an address of 6307 Harcross Court, Spring Hill, (Street)

Florida 34606 (herein the "Property Address"); Key #00219301 (Zip Code)

34

36 37

38 39

40

41 42

43 44