

6/4

1 HERNANDO COUNTY
2 HOUSING AUTHORITY
3 1661 Blaise Drive
4 BROOKSVILLE, FL 34601

5 **SECOND MORTGAGE**
6 **UNDER**
7 **HERNANDO COUNTY, FLORIDA**
8 **HOMEOWNERSHIP PROGRAM**
9 **DOWN PAYMENT ASSISTANCE PROGRAM**

10 This is a Mortgage where the Balance is due upon the sale or when the Unit should no longer be the primary
11 residence of the borrower.

12 THIS SECOND MORTGAGE is made this 27 day of SEPTEMBER, 2013, between the Mortgagor,
13 Darren J. and Tammy A. VanDusen (a married couple), herein the "Borrower" and the Mortgagee, Hernando
14 County, a political sub-division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-
15 2800 (herein the "County").

16 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for
17 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the
18 "First Mortgage") in favor of, FIFTH THIRD MORTGAGE COMPANY the Borrower has applied to the County for
19 a Down Payment Assistance Loan in the amount of Eleven thousand eight hundred and ninety seven 68/100 (\$11,897.68) (the
20 "Loan"), the Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined
21 herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for
22 the Loan is less than One Hundred Twenty Percent (120%) of Hernando County's or the State of Florida's median family
23 income, whichever is greater, the Borrower is eligible to participate in the County's Down Payment Assistance Program,
24 and the County has agreed to extend and has extended a loan to the Borrower pursuant to said program; and

25 WHEREAS, the Borrower is indebted to the County in the principal
26 Eleven thousand eight hundred and ninety seven 68/100 (\$11,897.68), which indebtedness is evidenced by the
27 Borrower's Promissory Note dated SEPT 27 2013, and extensions and renewals dated thereof (herein "Note"),
28 providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when
29 it is no longer the Borrower's primary residence.

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

34
35
36 **LOTS 33 AND 34 OF RIDGE MANOR LEISURE HOME UNIT #1, ACCORDING TO THE PLAT**
37 **THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 29, PUBLIC RECORDS OF HERNANDO COUNTY,**
38 **FLORIDA.**

39
40
41 which has an address 6106 Idle A While Circle Dade City
42 (Street) (City)
43 Florida 33523 (herein the "Property Address");
44 (Zip Code)

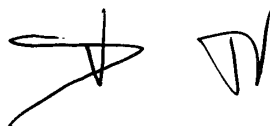
45 TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

RE-ENV

VANDUSEN
47633099 FL
FIRST AMERICAN ELS
MORTGAGE

1 appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
2 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
3 hereinafter referred to as the "Property."
4
5 BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that Borrower is
6 lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the
7 Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of **FIFTH THIRD**
8 **MORTGAGE COMPANY** borrower covenants, represents and warrants to the County and its successors and assigns
9 that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien
10 of the First Mortgage and other encumbrances of record.
11 BORROWER FURTHER COVENANTS and agrees with the County as follows:
12 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.
13 2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's
14 obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which
15 has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower shall
16 pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which
17 may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
18 3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the
19 Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as
20 the County may require and in such amounts and for such periods as the County may require.
21 The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the
22 County; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof
23 shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form
24 acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms
25 of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority
26 over this Mortgage.
27 In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The
28 County may make proof of loss if not made promptly by the Borrower.
29 If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty
30 (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim
31 for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either
32 to restoration or repair of the Property or to the sums secured by this Mortgage.
33 4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The
34 Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the
35 Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall perform all
36 of the Borrower's obligations under the declaration or covenants creating or governing such condominium or planned
37 unit development, the by-laws and regulations of the condominium or planned unit development, and constituent
38 documents.
39 5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements
40 contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's
41 interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property
42 and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required
43 by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable
44 attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County
45 required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the
46 premiums required to maintain such insurance in effect until such time as the requirement for such insurance
47 terminates in accordance with the Borrower's and the County's written agreement or applicable law.
48 Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve
49 percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the
50 parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower
51 requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or take

Two handwritten signatures are present at the bottom of the page. The signature on the left is a stylized, cursive mark, possibly representing the name 'J. A.'. The signature on the right is a more formal, blocky signature, possibly representing the name 'D. W.'.

1 any action hereunder.

2 6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the
3 Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable
4 cause therefore related to the County's interest in the Property.

5 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection
6 with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are
7 hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security
8 agreement with a lien which has priority over this Mortgage.

9 8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or
10 modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower
11 shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in
12 interest. The County shall not be required to commence proceedings against such successor or refuse to extend time for
13 payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original
14 Borrower and the Borrower's successors or remedy hereunder, or otherwise afforded by applicable law, shall not be a
15 waiver of or preclude the exercise of any such right or remedy.

16 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements
17 herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of the County
18 and the Borrower, subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage,
19 all covenants, representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-
20 signs this Mortgage, but does not execute the Note; (a) is co-signing this Mortgage only to mortgage, grant and convey
21 that Borrower's interest in the Property to the County under the terms of this Mortgage; (b) is not personally liable on the
22 Note or under this Mortgage, and (c) agrees that County and any other Borrower hereunder may agree to extend,
23 modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that
24 Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the
25 Property.

26 10. Notice. Except for any notice required under applicable law to be given in another manner; (a) any notice
27 to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or
28 registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the
29 Borrower may designate by notice to the County as provided herein, and (b) any notice to the County shall be given by
30 certified or registered mail, postage prepaid, to the County's address stated on page 1 hereof, or to such other address as
31 the County may designate by notice to the Borrower as provided herein. Any notice provided for in this mortgage shall
32 be deemed to have been given to the Borrower or the County when given in the manner designated herein.

33 11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida,
34 and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any
35 provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other
36 provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the
37 provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and
38 "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

39 12. Borrower's Copy. Borrower shall be furnished a conformed copy of the Notice and of this Mortgage at the
40 time of execution or after recordation hereof.

41 13. Rehabilitation Loan Agreement. Borrower shall fulfill all of the Borrower's obligations under any home
42 rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with N/A the County, at the
43 County's option, may require Borrower to execute and deliver to the County, in a form acceptable to the County, an
44 assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or
45 services in connection with improvements made to the Property.

46 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred gifted or
47 otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is
48 divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if
49 the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as
50 provided herein.

51 The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty



1 (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all
2 sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County
3 may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

4 15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any
5 covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by
6 this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in
7 his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of the
8 sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this
9 Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower as
10 provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such
11 breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must
12 be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration
13 of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall
14 further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding
15 the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County shall be
16 entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees,
17 court costs, and cost of documentary evidence, abstracts and title reports.

18 16. Borrower's Right to Reinstate. Notwithstanding the County's acceleration of the sums secured by this
19 Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the County
20 to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the
21 Borrower pays the County all sums which would be then due under this Mortgage and the Note had no acceleration
22 occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this
23 Mortgage; (c) the Borrower pays all reasonable expenses incurred by the County in enforcing the covenants and
24 agreements of the Borrower contained in this Mortgage, and in enforcing the County's remedies as provided in
25 Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Borrower takes
26 such action as the County may reasonably require to assure that the lien of this Mortgage, the County's interest in the
27 Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such
28 payment and cure by the Borrower, this Mortgage and the obligations secured hereby shall remain in full force and
29 effect as if no acceleration had occurred.

30 17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby
31 assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph
32 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and
33 payable.

34 Upon acceleration under Paragraph 15 hereof or abandonment of the Property, the County shall be entitled to
35 have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents
36 of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs
37 of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
38 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be
39 liable to account only for those rents actually received.

40 18. Release. Upon payment of all sums secured by this Mortgage, the County shall release this Mortgage
41 without charge to Borrower. Borrower shall pay all costs of recordation, if any.

42 19. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if
43 any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is
44 brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

45 20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants,
46 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with
47 his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the
48 Borrower's total family income at the time of its application for the Loan was less than one hundred twenty percent
49 (120%) of Florida or Hernando County's median income (whichever is greater), and (d) the Borrower is eligible to
50 participate in the County's Down Payment Assistance Program.

51 The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends,



1 reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the
2 repayment of money.

3
4 If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note
5 or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

6
7 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in
8 any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall
9 have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his
10 successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the
11 Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free
12 and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu
13 of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of title.

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16
17
18
19

NOTICE TO BORROWER

20 **DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE**
21 **COMPLETED BEFORE YOU SIGN.**

22 **THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS \$_____ TOGETHER**
23 **WITH ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.**

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

1 Signed, sealed and delivered in the presence of:

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 **Witness #1**

10 _____

11 **Name:** **William V. Powers**

12 **Expires 7/7/15**

13 _____

14 **Witness #2**

15 _____

16 **Name:**

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 STATE OF FLORIDA

25 COUNTY OF HERNANDO

26 _____

27 The foregoing was acknowledged before me this 27 day of September 2013, by

28 Darren J. VanDusen and Tammy A. VanDusen, who is personally known to me or who has produced a valid driver's license as

29 identification and who did not take an oath.

30 _____

31 _____

32 _____

33 _____

34 **PREPARED BY:** TERRI M RODGERS

35 **HERNANDO COUNTY HOUSING AUTHORITY**

36 **1661 Blaise Drive**

37 **BROOKSVILLE, FL. 34601**

38 **(352) 754-4160**

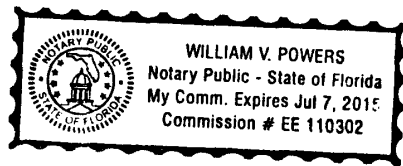
Borrower

Darren J. VanDusen
Darren J. VanDusen Signature

Address

William V. Powers
Expires 7/7/15

Name (type, print or stamp name)
Notary Public
My Commission Expires



SA TU