

Return To:

Hernando County Housing Authority
2 North Broad St.
Brooksville, FL 34601

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OFFICIAL RECORDS
BK: 2663 PG: 1044



LT1-2-2009033651-1



LT2-2663-1044-3

06/24/2009 4:17PM # Pages 3
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

RECORDING FEES \$ 27.00
MORTGAGE DOC STAMP \$ 18.20
06/24/2009 Deputy Clk

INTANGIBLE TAX/EXEMPT
06/24/2009 Deputy Clk

3
2009033651
ROBIN 2663/1044

Recording Fees and DOC Stamps are calculated on \$ 42.75 HERNANDO COUNTY HOUSING
REHABILITATION PROGRAM

DEFERRED PAYMENT LOAN AGREEMENT

THIS AGREEMENT, MADE THIS June 2009 between Mamie Davis of **Hernando County** hereafter referred to as "Owner-Occupant", and HERNANDO COUNTY, a political subdivision of the State of Florida, through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Hernando County, Florida, described as follows; Lot 16, Block 5 Hill N' Dale , Unit 2 as per plat thereof recorded in Plat Book 7 , Page(s) 5, of the Public Records of Hernando County, Florida. Subject – To easements, restrictions and reservations of record and to taxes for the year 2006and thereafter.

WITNESSETH:

WHEREAS, the Owner-Occupant proposes to finance the cost of rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to the Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Hernando County SHIP Program, and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the thirty year period from the date hereof. The Deferred Payment Loan requires repayment when the unit is sold, or no longer the primary residence of the loan recipient or at the end of the loan term.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan is five thousand one hundred seven and 75 cents (\$5,107.75). Receipt of which is hereby acknowledged by owner-occupant(s) and shall be based upon the final approved rehabilitation Contract price (unless other funds supplied by the Owner-Occupant, if any).
2. The term of the Deferred Payment Loan for rehabilitating the above described property shall be thirty years from the date hereof, at a zero percent (0%) annual rate of interest.
3. The amount of the Loan as herein provided shall also include any change orders approved expending government funds and shall be a lien against the property as described herein. Said lien shall be due and payable after the Owner-Occupant has completed the full thirty-year term of this Agreement, or paid to the Housing Rehabilitation Program the balance of the Deferred Payment Loan that may become due to the Program as a result of the Owner-Occupant's default of the terms of this Agreement.
4. Sale or transfer of ownership of said property during the thirty-year term of this Agreement shall constitute a default.
5. Upon default, the Deferred Payment Loan principal amount by date of default levied hereby shall be

payable in full to the Housing Rehabilitation Program within thirty (30) days after such default occurs; provided, however, that the governing authority of the municipality may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution, with interest thereon not exceeding six (6%) percent per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of the Housing Rehabilitation Program and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for federal, state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of the Agreement.

If said lien shall be in fault for a period of thirty days (30), the Housing Rehabilitation Program may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all costs incurred in such proceedings, including a reasonable attorney's fee.

6. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

7. The Owner-Occupant agrees to maintain flood hazard insurance if in a 100 year flood plain, flood insurance on the property for the full replacement value of the rehabilitated unit. Said flood insurance shall be maintained for the duration of the DPL and shall list the Housing Rehabilitation Program as a mortgagee in the loss - payable provision thereof as its interest may appear.

8. If at any time it is determined by the Program that the Owner-Occupant qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to the Housing Rehabilitation Program by the Owner-Occupant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Brenda J. Mabley
Witness #1

Brenda J. Mabley
Print Name

Sue Ann S. Boice
Witness #2

Sue Ann S. Boice
Print Name

Mamie Davis
Owner-Occupant

MAMIE DAVIS
Print Name

OFFICIAL RECORDS
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Witness #1

Print Name

Witness #2

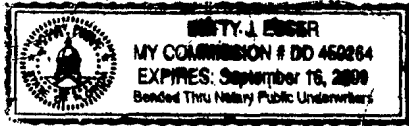
Print Name

Co-Owner-Occupant

Print Name

Before me, the undersigned authority, this June, 2009 personally appeared Mamie Davis of Hernando County who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

(Seal)



Betty J. Esser
Notary Public, State of Florida

Betty J. Esser
Print Name

Personally Known _____

Produced Identification X

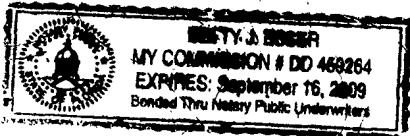
Type of I.D. Drivers License
(Do not write in #)

LOCAL GOVERNMENT AUTHORIZATION OF DEFERRED PAYMENT LOAN AGREEMENT:

Before me, the undersigned authority, this June 2009, personally appeared she of Hernando County who acknowledges before me that she freely and voluntarily executed this Agreement for the purpose therein expressed.

Attest: Brenda G. Mahley
Grant Administrator

(Seal)



Betty J. Esser
Notary Public, State of Florida

Betty J. Esser
Print Name

Personally Known X

Produced Identification _____

Type of I.D. _____

OFFICIAL RECORDS
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