

1 **HERNANDO COUNTY HEALTH AND HUMAN SERVICES**  
2 **Community Development Block Grant (CDBG)**  
3 **621 W Jefferson Street**  
4 **Brooksville, FL 34601**

5  
6 **MORTGAGE**  
7 **UNDER**  
8 **HERNANDO COUNTY, FLORIDA**  
9 **CDBG HOUSING REHABILITATION PROGRAM**

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

13  
14 THIS SECOND MORTGAGE is made this 25th day of November, 2019, between the Mortgagor(s),  
15 (Homeowner) Freddie Johnson (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-  
16 division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the  
17 "County").

18  
19 WHEREAS, the Borrower has applied for a loan under the County's CDBG rehabilitation of the Property (as  
20 defined herein), which Mortgage Loan shall be secured by a CDBG Differed Payment Mortgage lien (the "Mortgage")  
21 in favor of, Hernando County CDBG Program: 621 W Jefferson Street, Brooksville, FL34601 the Borrower has  
22 applied to the County for a CDBG Housing Rehabilitation Loan in the amount of: **Thirty Six Thousand Three**  
23 **Hundred Fifteen Dollars and 00/100 DOLLARS (\$36,315.00)** (the "Loan").

24 The Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined  
25 herein), which Property is a single-family residence, the Borrower's total family income at the time of its application for  
26 the Loan is less than Eighty Percent (80%) of Hernando County's median family income, as defined by HUD in its  
27 2018 Income Limits Documentation System as it pertains to the Federal CDBG Register, the Borrower is eligible to  
28 participate in the County's CDBG Housing Rehabilitation Program, and the County has agreed to extend and has  
29 extended a loan to the Borrower pursuant to said program; and

30 WHEREAS the Borrower is indebted to the County in the principal amount of: **Thirty Six Thousand Three**  
31 **Hundred Fifteen Dollars and 00/100 DOLLARS (\$36,315.00)** which indebtedness is evidenced by the Borrower's  
32 Promissory Note dated November 25, 2019, and extensions and renewals dated thereof (herein "Note"), providing for  
33 payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when it is no  
34 longer the Borrower's primary residence.

35  
36 TO SECURE to the County the repayment of the indebtedness evidenced by the Note; the payment of all  
37 other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the  
38 covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to  
39 the County the following described property located in the County of Hernando, State of Florida:

40  
41 **2.6 AC MOL IN SE1/4 OF SW1/4 OF SW1/4 ORB 1428 PG 1638 AKA PAR A IN CLASS D SUB AS**  
42 **APPROVED BY PLANNING DEPT**

43  
44 Which has an address of: 22325 Whitman Rd. Brooksville, FL 34601 (herein the "Property Address");

45  
46 TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
47 appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;  
48 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are  
49 hereinafter referred to as the "Property."

50  
51 BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that

*Need same*

1 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property  
 2 that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of any existing First  
 3 Mortgage, and for other encumbrances of record. Borrower covenants, represents and warrants to the County and its  
 4 successors and assigns that Borrower will defend generally the title to the Property against all claims and demands,  
 5 subject to the mortgage lien of the First Mortgage and other encumbrances of record.  
 6

7 BORROWER FURTHER COVENANTS and agrees with the County as follows:

8 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note.

9 2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Borrower shall perform all of the Borrower's  
 10 obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien  
 11 which has priority over this Mortgage, including the Borrower's covenants to make payments when due. The Borrower  
 12 shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property  
 13 which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

14 3. Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the  
 15 Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as  
 16 the County may require and, in such amounts, and for such periods as the County may require.

17 The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the  
 18 County; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof  
 19 shall be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form  
 20 acceptable to the County. The County shall have the right to hold the policies and renewals thereof, subject to the  
 21 terms of the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has  
 22 priority over this Mortgage.

23 In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the County. The  
 24 County may make proof of loss if not made promptly by the Borrower.

25 If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the County within thirty  
 26 (30) days from the date notice is mailed by the County to the Borrower that the insurance carrier offers to settle a claim  
 27 for insurance benefits, the County is authorized to collect and apply the insurance proceeds at the County's option either  
 28 to restoration or repair of the Property or to the sums secured by this Mortgage.

29 4. Preservation and Maintenance of Property, Leaseholds; Condominiums; Planned Unit Developments. The  
 30 Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of  
 31 the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall  
 32 perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium  
 33 or planned unit development, the by-laws and regulations of the condominium or planned unit development, and  
 34 constituent documents.

35 5. Protection of County's Security. If the Borrower fails to perform the covenants and agreements  
 36 contained in this Mortgage, or if any action or proceeding is commenced which materially affects the County's  
 37 interest in the Property, then the County may do and pay whatever is necessary to protect the value of the Property  
 38 and County's rights in the Property, including payment of taxes, hazard insurance and other items as may be required  
 39 by this Mortgage. Pursuant thereto, the County may disburse such sums on Borrower's behalf, including reasonable  
 40 attorneys' fees, and take such action as is necessary to protect the County's interest in the Property. If the County  
 41 required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay  
 42 the premiums required to maintain such insurance in effect until such time as the requirement for such insurance  
 43 terminates in accordance with the Borrower's and the County's written agreement or applicable law.

44 Any amounts disbursed by the County pursuant to this Paragraph 5, with interest thereon, at the rate of twelve  
 45 percent (12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the  
 46 parties agree to other terms of payment, such amounts shall be payable upon notice from the County to the Borrower  
 47 requesting payment thereof. Nothing contained in this Paragraph 5 shall require the County to incur any expense or  
 48 take any action hereunder.

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

52 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection  
 53 with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are

1 hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security  
2 agreement with a lien which has priority over this Mortgage.

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

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

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

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

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

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

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

45 The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than  
46 thirty (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must  
47 pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the  
48 County may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

49 15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any  
50 covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured  
51 by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions  
52 in his/her/their application for a Down Payment Assistance Loan, the County, at the County's option, may declare all of  
53 the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this

1 Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the County shall give notice to the Borrower  
 2 as provided in Paragraph 10, thereof specifying (1) the breach (if the breach is curable); (2) the action required to cure  
 3 such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach  
 4 must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in  
 5 acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The  
 6 notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure  
 7 proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The County  
 8 shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable  
 9 attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

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

22 17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby  
 23 assigns to the County the rents of the Property, provided that the Borrower shall, prior to acceleration under Paragraph  
 24 15, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and  
 25 payable.

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

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

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

37 20. Special Homeownership Assistance Program; CDBG Housing Rehabilitation Program; Covenants,  
 38 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with  
 39 his/her/their family, intends to permanently reside as a household in the Property; (b) the Property is a single-family  
 40 residence, (c) the Borrower's total family income at the time of its application for the Loan was less than or equal to  
 41 eighty percent (80%) of the Hernando County area median income levels set forth by HUD for FY 2018, and (d) the  
 42 Borrower is eligible to participate in the County's CDBG Housing rehabilitation Program.

43 The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends,  
 44 reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the  
 45 repayment of money.

46  
 47 If any provision of the Promissory Note of the Second Mortgage conflicts with any provision of the First Note  
 48 or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.

49 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in  
 50 any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall  
 51 have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his  
 52 successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the  
 53 Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free

1 and clear from such restrictions. Furthermore, if the First Lender acquires title to the Property pursuant to a deed in lieu  
2 of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Lender's acquisition of  
3 title.

4  
5 **NOTICE TO BORROWER**

6 **DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE YOU**  
7 **SIGN. THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS \$36,315.00 TOGETHER WITH ACCRUED INTEREST,**  
8 **IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE, UNLESS THE TERMS OF AGREEMENT OF THIS DOCUMENT**  
9 **AND ANY OF THE CDBG GUIDELINES INCLUDING THE PERIOD OF AFFORDIBILITY ARE DEFAULTED UPON THEN**  
10 **PAYMENT WILL BE DUE IN FULL BASED ON THE SCALE AND CONDITIONS SET FORTH BELOW:**

11 *Borrower(s) receiving CDBG rehabilitation assistance funds will be required to sign a repayment agreement that will*  
12 *be filed against the property. Should repayment of a DPL become due, the (prorated for CDBG) principal balance will*  
13 *be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at*  
14 *the property. If the owner is unable to make such payment, the County Commission may, at their discretion, and with*  
15 *FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than*  
16 *one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another.*  
17

18  
19 *The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven in accordance*  
20 *with the following schedule:*  
21

- 22 *Assistance Amt. Lien/Affordability Period CDBG/DRI Forgiven Annually*
- 23
- 24 *Under \$15,000.00 5 years 100% forgiven only when mature*
- 25
- 26 *\$15,001-\$40,000.00 10 years forgiven 20% annually after 1st 5 years*
- 27
- 28 *Over \$40,001.00 15 years forgiven 20% annually after 1st 10 years*
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- 30 *Demo/Replacement 20 years forgiven 20% annually after 1st 15 years*
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Signed, sealed and delivered in the presence of: Antonio Jenkins, Consulting Agent

Borrower

Freddie Lee Johnson  
Name

82325 Whelton Road  
Address

Brookville, FL 34601  
Freddie Lee Johnson  
Signature

Witness

Antonio Jenkins  
Name:

Witness

Name:

Co Borrower

\_\_\_\_\_

\_\_\_\_\_

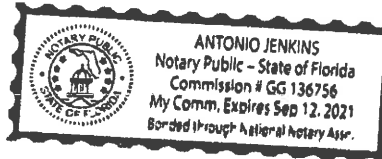
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STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 25th day of November, 2019, by Freddie Lee Johnson who is [] personally known to me or [ ] who has produced a valid driver's license as identification and who did not take an oath.

PREPARED BY: Antonio Jenkins  
C/O  
HERNANDO COUNTY HEALTH & HUMAN SERVICES  
601 W JEFFERSON STREET  
BROOKVILLE, FL. 34601

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



HERNANDO COUNTY  
HEALTH & HUMAN SERVICES (CDBG)  
601 W. JEFFERSON STREET  
BROOKSVILLE, FL 34601

PROMISSARY NOTE  
UNDER  
HERNANDO COUNTY, FLORIDA  
CDBG HOUSING REHABILITATION PROGRAM

Date: November 25, 2019

**Borrower(s):** Freddie Johnson

**Property Address:** 22325 Whitman Rd. Brooksville, FL 34601

**Property Legal Description:** 2.6 AC MOL IN SE1/4 OF SW1/4 OF SW1/4 ORB 1428 PG 1638 AKA PAR  
A IN CLASS D SUB AS APPROVED BY PLANNING DEPT

**1. BORROWERS PROMISE TO PAY**

I/We promise to pay Thirty Six Thousand Three Hundred Fifteen Dollars and 00/100 (\$36,315.00) this amount will be called "principal") to the order of HERNANDO COUNTY, FLORIDA, whose address is 20 North Main Street, Brooksville, Fl 34601-2800 (the "Lender") or to any other holder of this Note if the terms and condition set forth in the Hernando CDBG Mortgage or any CDBG requirements are in a state of default due to intentional actions of the borrower . I/We understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

**2. INTEREST**

Interest on this Note shall be zero percent (0%) per annum.

**3. PAYMENTS**

No Principal payment shall be made until the house is sold or ceases to be the individual/family's primary residence or other CDBG default parameters. In the event that I/We sell, transfer, or rent my/our home, or in the event I/We cease to occupy the home as the individual/family's primary residence for any voluntary or involuntary reason, or violate any CDBG requirements as outlined in the 2nd mortgage and explained or set forth to me/us in the qualification process, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be in accordance with the scale below based on the CDBG period of affordability in relation to the total assistance provided in the CDBG mortgage: **Rehabilitation: \$15,001.00 to \$40,000.00 10 years forgiven 20% annually after 1st 5 years.**

Should it come due, I/We will make my/our payment at Lender's address as stated in Section 1 above, or at different place if required by the Note Holder.

**4. BORROWER'S PAYMENT BEFORE THEY ARE DUE**

I/We have the right to make payment, in full, on this Note based on the above scale at any time before it is due if it is the owner intent to default in any manner the terms set forth in the CDBG mortgage or any CDBG requirements of ownership, residency, and affordability. Such payment is known as a "full prepayment". No partial prepayments can be made at any time on the principal or scaled amount owed on the loan. When I/We make full payment, I/We will inform the Note Holder in a letter that I/We am/are doing so.

**5. BORROWER'S FAILURE TO PAY AS REQUIRED**

**A) DEFAULT:**

If I/We do not pay the full amount as required in Section 3 above, I/We will be in default. If I/We am/are in default, the Note Holder may bring about any action not prohibited by applicable law and require me/us to pay Holder's cost and expenses as described in Section B below.

**B) PAYMENT OF NOTE HOLDER'S COST AND EXPENSES**

Under any circumstance if the Note Holder takes such actions as described above the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees.

**6. THIS NOTE SECURED BY A MORTGAGE**

In addition to the protection given to the Note Holder under this Note, a CDBG Mortgage, dated November 25th, 2019, protects the Note Holder from possible losses which might result if I/We do not keep the promises which I/We make in this Note. That CDBG Mortgage describes how and under what conditions I/We may be required to make immediate payment in full of all amounts that I/We owe under this Note. This Note and the Second Mortgage are non-assumable.

**7. BORROWER'S WAIVERS**

I/We waive my/our rights to require the Note Holder to do certain things. Those things are: a) to demand payment of the amount due (known as "presentment"); b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I/We have made this Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I/We fail to keep my/our promises under this Note, or who sign this Note to transfer it to someone else also waives these rights.

**8. GIVING NOTICE**

Any notice that must be given to me/us under this Notice will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me/us at the Property Address above. A notice will be delivered or mailed to me/us at a different address if I/We give the Notice Holder a notice of an address change.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I/We give a notice of an address change.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. NOTICES TO BORROWER(S)**

This Promissory Note and the CDBG Mortgage Agreement securing payment of this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in any certain Promissory Note having any attachment legally linking the property at 22325 Whitman Rd. Brooksville, FL 34601 to any pre-existing First Mortgage (s) and/or Note(s).

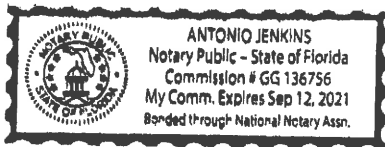
The Lender consents to any agreement of arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note or the First Mortgage, including any provision requiring the repayment of money

If any provision of this Promissory Note or the CDBG Mortgage Agreement conflicts with any provision of the First Note or the First Mortgage Agreement, the terms and provision of the First Note and the First Mortgage Agreement shall govern.

**NOTICE TO BORROWER(S)**

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

PREPARED BY: Antonio Jenkins  
HERNANDO COUNTY HEALTH & HUMAN SERVICES CDBG  
601 W JEFFERSON STREET  
BROOKSVILLE, FL. 34601



  
Preparer Signature:

  
Borrower Signature:

\_\_\_\_\_  
Co Borrower Signature: