

1 HERNANDO COUNTY
2 HOUSING & SUPPORTIVE SERVICES
3 621 West Jefferson St.
4 BROOKSVILLE, FL 34601

5 **SECOND MORTGAGE**
6 **UNDER**
7 **HERNANDO COUNTY, FLORIDA**
8 **State Housing Initiative Partnership Program (SHIP)**
9 **Down Payment/Purchase Assistance Program**

10
11 This is a Mortgage in which 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 continues to live in the unit, the loan is forgiven.

14
15 THIS SECOND MORTGAGE is made this _____ day of _____, 20, between the Mortgagor,
16 Alias Alexis and Alana Alexis, husband and wife, (herein the "Borrower") and the Mortgagee, Hernando County,
17 a political sub-division of the State of Florida whose address is 15470 Flight Path Drive, Brooksville, Florida 34604.
18 (herein the "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, Cross Country Mortgage, LLC, ISAOA, ATIMA. The Borrower has applied to the
22 County for a Down Payment Assistance Loan in the amount of Twenty Six Thousand One Hundred Sixty One
23 Dollars and 06/100 (\$26,161.06), (the "Loan"). The Borrower, along with his/her/their family, intends to reside as a
24 household in the Property (as defined herein), which Property is a single-family residence. The Borrower's total family
25 income at the time of its application for the Loan is less than One Hundred Twenty Percent (120%) of Hernando
26 County's median family income. The Borrower is eligible to participate in the County's Down Payment Assistance
27 Program, and the County has agreed to extend and has 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 Twenty Six Thousand One
29 Hundred Sixty One Dollars and 06/100 (\$26,161.06), which indebtedness is evidenced by the Borrower's
30 Promissory Note dated _____, 20, and extensions, additions, fees and renewals dated thereof (herein "Note"),
31 providing for payment of the principal indebtedness. If not sooner paid, the Note is due and payable upon any of the
32 occurrences shown in section 3 ("Payments") of the Note.

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 24, Block 1272, Spring Hill, Unit 20, according to the map or plat thereof, as recorded in Plat Book 9, Page(s)**
39 **65 through 80, inclusive, of the Public Records of Hernando County, Florida.**

40
41 which has an address of 12075 Rockford Street, Spring Hill
42 (Street) (City)
43 Florida 34608 (herein the "Property Address"); Key # 00688349

44
45 *intangible tax is not be collected on the mortgage

46
47
48
49 TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
50 appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage;

1 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
2 hereinafter referred to as the "Property."

3

4 BORROWER COVENANTS, represents and warrants to the County and its successors and assigns that
5 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property
6 and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in Cross Country
7 Mortgage, LLC, ISAOA, ATIMA, and that Borrower will defend generally the title to the Property against all
8 claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

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

10 1. Payment. The Borrower shall promptly pay when due the indebtedness evidenced by the Note. Borrower
11 may repay the loan at any time in a lump sum payment.

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

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

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

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

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

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
35 the Property. If this Mortgage is on a unit in a condominium or a planned unit development, the Borrower shall
36 perform all of the Borrower's obligations under the declaration or covenants creating or governing such condominium
37 or planned unit development, the by-laws and regulations of the condominium or planned unit development, and
38 constituent 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
46 the 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
52 take any action hereunder.

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

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

8 8. Borrower Not Released; Forbearance By County Not a Waiver. Extension of the time for payment or
9 modification of the sums secured by this Mortgage granted by the County to any successor in interest of the Borrower
10 shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in
11 interest. By not commencing proceedings against the Borrower or any successor of Borrower, by extending time for
12 payment or otherwise modifying the sums secured by this Mortgage, or by not exercising any right or remedy, the
13 County shall not be deemed to have waived, nor shall it be precluded, from exercising any right or remedy afforded
14 by this instrument or applicable law.

15 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements
16 herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the County
17 subject to the provisions of Paragraph 14 hereof. If more than one Borrower executes this Mortgage, all covenants,
18 representations, warranties and agreements of Borrower shall be joint and several. Any Borrower who co-signs this
19 Mortgage agrees that County and any other Borrower hereunder may agree to extend, modify, forbear, or make any
20 other accommodations regarding the terms of this Mortgage or the Note without that co-signing Borrower's consent and
21 without releasing that co-signing Borrower or modifying this Mortgage as to that co-signing Borrower's interest in the
22 Property.

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

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

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

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

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

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

52 15. Acceleration; Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any

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

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

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

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

30 19. Refinancing of First Mortgage. In the event the Borrower refinances the first mortgage during the term
31 of this loan, the County will only subordinate to the new first mortgage lender if the amount of the new mortgage does
32 not exceed the total of the remaining principal balance of the original first mortgage plus reasonable and actually
33 incurred refinancing costs (i.e. there can be no cash back to the homeowner or any payout not related to the original
34 first mortgage payoff and actual refinancing costs).

35 20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants,
36 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with
37 his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c)
38 the Borrower's total family income at the time of its application for the Loan was less than eighty percent (80%) of
39 Hernando County's median income; and (d) the Borrower is eligible to participate in the County's Down Payment
40 Assistance Program.

41
42 The County consents to any agreement or arrangement in which the First Lender waives, postpones, extends,
43 reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the
44 repayment of money.

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

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49 In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any
50 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

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

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NOTICE TO BORROWER

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

15 **THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS \$26,161.06, TOGETHER WITH**
16 **ACCRUED INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.**

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1 Signed, sealed and delivered in the presence of:

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Borrower

Alias Alexis

Alias Alexis

12075 Rockford St

Address

Alias Alexis

Signature

Gabriela Tracey

Witness #1

Name: GABRIELA TRACEY

Kim Marie

Witness #2

Name: Kim Marie

Borrower

Alana Alexis

Alana Alexis

12075 Rockford St.

Address

Alana Alexis

Signature

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing was acknowledged before me this 28 day of JUNE, 2024, by ALIAS ALEXIS & ALANA ALEXIS who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Gabriela Tracey
Signature Notary

PREPARED BY:
HERNANDO COUNTY
HOUSING & SUPPORTIVE SERVICES
621 West Jefferson Street
BROOKSVILLE, FL 34601
(352)540-4338

