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1 HERNANDO COUNTY
2 HOUSING AUTHORITY
3 20 N. MAIN ST., ROOM 205
4 BROOKSVILLE, FL 34601

Doc# 2004027620
Hernando County, Florida
04/27/2004 1:38PM
KAREN NICOLAI, Clerk

5 **SECOND MORTGAGE**
6 **UNDER**
7 **HERNANDO COUNTY, FLORIDA**
8 **HOMEOWNERSHIP PROGRAM**
9 **DOWN PAYMENT ASSISTANCE 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 THIS SECOND MORTGAGE is made this 22 day of APRIL, 2004, between the Mortgagor,
14 Cirina L. Castillo (a single person), (herein the "Borrower") and the Mortgagee, Hernando County, a political sub-
15 division of the State of Florida whose address is 20 North Main Street, Brooksville, FL 34601-2800 (herein the
16 "County").

17 WHEREAS, the Borrower has applied for a loan under the County's Down Payment Assistance Program for
18 the purchase of the Property (as defined herein), which Mortgage Loan shall be secured by a first mortgage lien (the
19 "First Mortgage") in favor of, WELLS FARGO BANK, NA, the Borrower has applied to the County for a Down
20 Payment \$ 4,947.51 Assistance Loan in the amount of
21 \$ 4,947.51 (the "Loan"), the Borrower, along
22 with his/her/their family, intends to reside as a household in the Property (as defined herein), which Property is a single-
23 family residence, the Borrower's total family income at the time of its application for the Loan is less than One Hundred
24 Fifteen Percent (115%) of Hernando County's or the State of Florida's median family income, whichever is greater, the
25 Borrower is eligible to participate in the County's Down Payment Assistance Program, and the County has agreed to
26 extend and has extended a loan to the Borrower pursuant to said program; and

27 WHEREAS, the Borrower is indebted to the County in the principal
28 \$ 4,947.51, which indebtedness is evidenced by the
29 Borrower's Promissory Note dated 4-22, 2004, and extensions and renewals dated thereof (herein "Note"),
30 providing for payment of principal indebtedness, if not sooner paid, due and payable on the sale of the property or when
31 it is no longer the Borrower's primary residence.

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

36
37 SNOW CAPS, BLOCK "A", LOTS 18 & 19, PLAT BOOK 5, PAGE(S) 84, AS PER PLAT THEREOF RECORDED
38 IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

39 which has an address of 507 Sharon Street Brooksville
40 (Street) (City)

41
42 Florida 34601 (herein the "Property Address");
43 (Zip Code)

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

MORTGAGE DOC STAMP \$ 17.50
RECORDING \$ 37.00
MODERNIZATION TRUST FUND \$ 5.00
04/27/2004 JEL Deputy Clk

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
6 Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property
7 that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of **WELLS FARGO**
8 **BANK, NA**, and for other encumbrances of record. Borrower covenants, represents and warrants to the County and its
9 successors and assigns that Borrower will defend generally the title to the Property against all claims and demands,
10 subject to the mortgage lien 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 be unreasonably withheld. All insurance policies and renewals thereof shall
23 be in a form acceptable to the County and shall include a standard mortgage clause in favor of, and in a form acceptable
24 to the County. The County shall have the right to hold the policies and renewals thereof, subject to the terms of the First
25 Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this
26 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 contained in
40 this Mortgage, or if any action or proceeding is commenced which materially affects the County's interest in the
41 Property, then the County, at appearances, disburse such sums, including reasonable attorneys' fees, and take such action
42 as is necessary to protect the County's interest in the Property. If the County required mortgage insurance as a condition
43 of making the Loan secured by this Mortgage, the Borrower shall pay the premiums required to maintain such insurance
44 in effect until such time as the requirement for such insurance terminates in accordance with the Borrower's and the
45 County's written agreement or applicable law.

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

51 6. Inspection. The County may make or cause to be made reasonable entries upon and inspections of the

1 Property; provided that the County shall give the Borrower notice prior to any such inspection specifying reasonable
2 cause therefore related to the County's interest in the Property.

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

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

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

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

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

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

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

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

49 The County shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty
50 (30) days from the date the notice is given as provided in Paragraph 10 hereof within which the Borrower must pay all
51 sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the County

1 may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

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

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

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

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

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

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

43 20. Special Homeownership Assistance Program; Down Payment Assistance Program; Covenants,
44 Representations. The Borrower covenants, represents and warrants to the County that: (a) the Borrower, along with
45 his/her/their family, intends to reside as a household in the Property; (b) the Property is a single-family residence, (c) the
46 Borrower's total family income at the time of its application for the Loan was less than one hundred fifteen percent
47 (115%) of Florida or Hernando County's median income (whichever is greater), and (d) the Borrower is eligible to
48 participate in the County's Down Payment Assistance Program.

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

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

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

NOTICE TO BORROWER

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

THIS IS A MORTGAGE WHERE THE PRINCIPAL BALANCE DUE IS
\$4,947.51 **TOGETHER WITH ACCRUED**
INTEREST, IF ANY, UNDER THE TERMS OF THIS SECOND MORTGAGE.

1 Signed, sealed and delivered in the presence of:

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Cirina L. Castillo

Borrower

6905 Hope Hill Rd.

Brooksville, FL 34601

Address

Cirina L. Castillo

Signature

Borrower

Address

Signature

Name:

Name:

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing was acknowledged before me this 22 day of APRIL, 2004, by CIRINA L. CASTILLO, 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:

HERNANDO COUNTY HOUSING AUTHORITY

20 N. MAIN STREET, RM. 205.

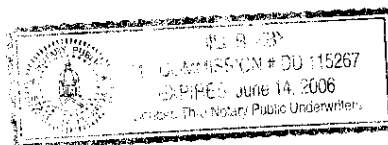
BROOKSVILLE, FL. 34601

(352)754-4160

Name (type, print or stamp name)

Notary Public

My Commission Expires





HERNANDO COUNTY
HOUSING AUTHORITY
20 N. MAIN ST., ROOM 205
BROOKSVILLE, FL 34601

**PROMISSORY NOTE
HERNANDO COUNTY, FLORIDA
HOMEOWNERSHIP ASSISTANCE PROGRAM
DOWN PAYMENT ASSISTANCE LOAN**

Date: APR 22, 2004, Brooksville, Florida

Borrower(s): Cirina L. Castillo (a single person)

Property Address: 507 Sharon St., Brooksville, FL 34601

Property Legal Description: *SNOW CAPS, BLOCK "A", LOTS 18 & 19, PLAT BOOK 5, PAGE(S) 84, as per plat thereof, as recorded in the public records of Hernando County.*

1. BORROWERS PROMISE TO PAY

I/We promise to pay \$ 4,947.51 (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. 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

Principal payment shall be deferred until the house is sold or ceases to be the individual/family's primary residence. In the event that I/We sell, transfer, or rent my/our home, I/We agree to immediately pay the entire sum due under this Note. My/Our total payment shall be

\$ 4,947.51

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 at any time before it is due. Such payment is known as a "full prepayment". No partial prepayments can be made at any time on the principal of 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**

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 Second Mortgage, dated APRIL 22, 2004, 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 Second 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 Second Mortgage Agreement securing payment of this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of \$60,303.00 dated APRIL 22, 2004, the ("First Note"), made by Borrower payable to **WELLS FARGO BANK, NA**, ("First Lender") and secured by that certain Mortgage from Borrower to the First Lender, dated , 2004, recorded in Official Record Books 1826, page 569, in the Clerk's Office of Hernando County, Florida(the First Mortgage).

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 Second 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.**


Signature: Cirina L. Castillo

Signature:

Signature:

PREPARED BY:
HERNANDO COUNTY HOUSING AUTHORITY
20 N. MAIN ST., RM. 205
BROOKSVILLE, FL. 34601