

PAYBACK LOAN MORTGAGE

Prepared By and Return To:

Pasco County Community  
Development Division  
West Pasco Government Center  
7530 Little Road, Suite 340  
New Port Richey, FL 34654-5598

**MORTGAGE**

THIS MORTGAGE is made this day of , between Mortgagor, (herein "Borrower"), and the Mortgagee, Pasco County Board of County Commissioners (Community Development Division) (herein "Lender"), organized and existing under the laws of the State of Florida whose address is 38053 Live Oak Avenue, Dade City, Florida 33525.

WHEREAS, Borrower is indebted to Lender in the principal sum of and /100 Dollars (\$), which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on .

To secure to Lender: a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of Pasco, State of Florida:

,  
which has the address of (herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day that monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for flood insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. This section shall not be applicable if borrower is already paying another mortgage holder taxes and insurance into an escrow account.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender shall give to Borrower, without charge an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, and insurance premiums, shall exceed the amount required to pay said taxes, assessments, and insurance premiums as they fall due, such excess shall be either promptly repaid to Borrower or Credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then in payment of amounts payable to lender by Borrower under Paragraph 2 hereof.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that

Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments. If, under Paragraph 18 hereof, the Property is acquired by Lender, all rights, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration, covenants, or development order creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment

thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property, immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner: a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail

addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.

15. **Governing Law - Severability.** This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower, excluding the creation of a lien or encumbrance subordinate to this Mortgage, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such Notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums are secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: 1) the breach; 2) the action required to cure such breach; 3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and 4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default, or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: a) Borrower pays Lender all sums which would then be due under this Mortgage, the Note, and Notes securing Future Advances, if any, had no acceleration occurred; b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; c) Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in

Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option within fifteen (15) years from the date of this Mortgage may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by Promissory Notes stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. Twenty Thousand and 00/100 Dollars (\$20,000.00).

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Attorney's Fees. As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

24. Loan Intended as Personal Benefit. The loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's Low Interest Loan Program. The loan, therefore, is made at an interest rate and upon terms generally more favorable to the Borrower than would otherwise be available to the public at large. Accordingly, Borrower understands that this loan is intended to be a personal benefit and not solely as an instrument to increase the value of this property, or as a benefit that he can transfer to successive owners of the property.

25. Subordination of Mortgage. This Mortgage is subordinate to a First Mortgage insured by the Federal Housing Administration (FHA). In the event of any conflict between the provisions of this Mortgage with the provisions of the First Mortgage insured by the FHA, the provisions of the FHA-insured Mortgage shall govern and control.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed, and delivered  
in the presence of:

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

STATE OF FLORIDA )  
                                  §  
COUNTY OF PASCO )

I HEREBY CERTIFY that on this day before me, a Notary Public, duly authorized in the State and County above-named, personally appeared , to me known to be the person(s) described in and who executed the foregoing instrument, acknowledge before me that executed it.

Personally known to me, or  Produced \_\_\_\_\_ as identification and did take an oath.

WITNESS my hand and official seal, this day of .

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Seal

PAYBACK PROMISSORY NOTE

**PASCO COUNTY  
COMMUNITY DEVELOPMENT DIVISION  
HOUSING PROGRAM**

**PROMISSORY NOTE**

**Amount:**     \$

**Date:**

**Case No.:**

**Property Address:**

IN CONSIDERATION for the mutual obligations and conditions of the loan as set forth below, and in recognition of the attached mortgage executed by Pasco County, Florida, as Lender, and , as Borrower(s), the undersigned jointly and severally promise to pay to the order of the Pasco County Board of County Commissioners (Community Development Division) the sum of and /100 Dollars (\$), with interest thereon at () percent per year until paid. Both the principal amount and interest on this Note are payable on the first day of each month in () monthly installments, including both principal and interest, commencing with a payment of and /100 Dollars (\$) on , and of and /100 Dollars (\$) on the first day of each month for the remaining () months commencing on , in lawful money of the United States at the principal office of the Pasco County Community Development Division, or at such other places as shall be designated by Pasco County.

Additionally, the Borrower(s), jointly promises to pay to the order of the Pasco County Board of County Commissioners the sum of and /100 Dollars (\$) on , or at such other places as shall be designated by Pasco County.

If the interest on the principal of this Note is not paid on the 15th of the calendar month which includes the due date, the undersigned shall pay a late charge of Twelve and 00/100 Dollars (\$12.00) per calendar month or fraction thereof, on the amount past due and remaining unpaid.

The undersigned reserve the right to prepay at any time all or any part of the principal amount of the Note without the Payment of penalties or premiums. Any payment of the Note prior to default shall be applied to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

As a condition of receiving this loan, the undersigned understand and agree to the following:

That the Pasco County Board of County Commissioners, by and through its Community Development Division, has funds available to assist qualified property owners to secure loans to rehabilitate and purchase housing. Said loan is made at an interest rate and upon terms generally more favorable to the Borrower(s) than is otherwise available to the public at large. Accordingly, the Borrower(s) understand that this loan is intended to be a personal benefit and not as an instrument to increase the value of Borrower'(s)' property or as a benefit that Borrower(s) can transfer to a successive owner of the property.

A lien secured by the property described in the attached mortgage is hereby established in favor of the Pasco County Board of County Commissioners to provide security for such amounts which may become payable by the Borrower's or Borrowers' estate, personal representatives, heirs, or devisees under the provisions of this Note.

The Borrower(s) agree that Borrower(s) will remain in possession of the rehabilitated improvements and the real property upon which the improvements are located; and that the improvements and real property will not be sold, conveyed, leased, rented, vacated, or otherwise disposed of during the term of this Note.

In the event that the Borrower(s) sell, convey, lease, rent, vacate, or otherwise dispose of the rehabilitated improvements or the real property during the term of this Note, then the aggregate sum mentioned herein, less any amounts repaid or reduced pursuant to this Note, shall become due and payable forthwith or thereafter, at the option of the Pasco County Community Development Division, as fully and completely as if the said aggregate sum was originally stipulated to be paid on such day.

In the event that a sole Borrower should die, or upon the death of the survivor of joint Borrower(s) during the term of this Note, the obligations created under Paragraph 3 above, shall be binding upon the estate, personal representatives, heirs, or devisees of the deceased Borrower.

Should the Borrower(s) fail to fully comply with the conditions and obligations set forth in this Note, then the lien established by this Note may be foreclosed in the same manner as provided by law for the foreclosure of a mortgage; and, in addition, the conditions and obligations hereof may be enforced by any other appropriate action, in law or equity, at the option of the Pasco County Board of County Commissioners.

All costs, including reasonable attorney's fees, which may be incurred by the Pasco County Board of County Commissioners for the collection of any amounts which may become due Pasco County hereunder, or which may be incurred by Pasco County in the enforcement of the conditions and obligations set forth herein, whether suit is brought or not, shall be assessed against and be the obligation of the Borrower(s).

The provisions of the Note shall be binding upon the Borrower(s) and the estate, personal representatives, heirs, and devisees of a deceased Borrower.

Demand, protest, and notice of demand and protest are hereby waived, and the undersigned Borrower(s) hereby waive, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

If the property is rented, the loan will become a maximum of a twenty (20) year payback loan, at a rate of six (6) percent, or three (3) points below the prime rate (as defined by the Federal Reserve Bank), whichever is more.

If this loan was financed with SHIP funds, F.S. 420.9075(3)(g) applies.

This Promissory Note is secured by a mortgage which is subordinate to a First Mortgage insured by the Federal Housing Administration (FHA). In the event of any conflict between the provisions of this Promissory Note and Mortgage with the provisions of the First Mortgage Note and Mortgage insured by the FHA, the provisions of the FHA-insured Mortgage Note and Mortgage shall govern and control.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day of .

Signed, sealed, and delivered  
in the presence of

Witness

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