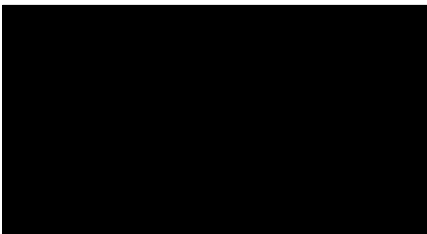


This instrument prepared by and
return to:
Alachua County Dept. of Community
Support Services
218 SE 24th St Gainesville, FL 32641

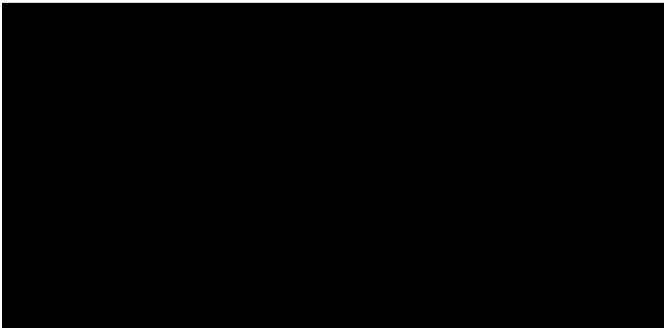


ALACHUA COUNTY MORTGAGE

THIS SECOND MORTGAGE is made this [redacted] day of [redacted],
between, [redacted]
hereinafter called Mortgagor, and, if more than one party, jointly and severally called Mortgagors,
residing in the State of Florida, and Alachua County, Florida, a political subdivision of the State
of Florida, by its Board of County Commissioners whose address is 10 S.W. 2nd
Avenue, Gainesville, Florida 32601-6294, hereinafter called Mortgagee.

WITNESSETH, that to secure indebtedness in the principal amount
of \$ 10,000.00 for down payment assistance & closing cost, in addition
to \$ [redacted] for rehabilitation services to be completed after closing, without
interest thereon, which shall be payable in accordance with that certain Note(s) bearing
even date herewith. Said note(s) provides for a deferral of monthly payments if the borrower
complies with the terms of the Note(s) and the security instrument. Further the Note(s) provides
the full debt, if not paid earlier or forgiven, shall be due and payable on
[redacted], the "maturity date" of the Note(s). The Mortgagor delivered
this date to the Mortgagee for valuable consideration, the Mortgagor hereby grants, conveys,
and mortgages to the Mortgagee:

All that certain lot, piece, or parcel of land, including improvements situated in the
County of Alachua, State of Florida, bounded and described as follows:



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

MORTGAGOR COVENANTS, represents and warrants to the Mortgagee and its
successors and assigns that Mortgagor is lawfully seized of the estate hereby conveyed and has the
right to mortgage, grant and convey the Property, and that the Property is
unencumbered, except for the mortgage lien of the First Mortgage in favor of the first
mortgage holder, and for other encumbrances of record. Mortgagor covenants, represents and
warrants to the Mortgagee and its successors and assigns that Mortgagor will defend
generally the title to the Property against all claims and demands, subject to the mortgage
lien of the First Mortgage and other encumbrances of record.

MORTGAGOR FURTHER COVENANTS and agrees with the Mortgagee as follows:

1. Payments: Mortgagor shall promptly pay when due the principal of and interest on
the debt evidenced by the Note(s) and any late charges due under the Note(s).

A copy of the note is attached hereto and by reference made a part hereof

2. Prior Mortgages and Deeds of Trust; Charges; Liens. The Mortgagor shall
perform all of the Mortgagor's obligations under the First Mortgage and any other mortgage, deed of
trust or other security agreement with a lien which has priority over this Mortgage, including the
Mortgagor's covenants to make payments when due. The Mortgagor shall pay or cause to be

paid all taxes assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any

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

3. Hazard Insurance. The Mortgagor 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 the Mortgagee may require and in such amounts and for such periods as the Mortgagee may require.

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

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

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

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. The Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the Mortgagor shall perform all of the Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of Mortgagee's Security. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Property, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect the Mortgagee's interest in the Property. If the Mortgagee required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's and the Mortgagee's written agreement or applicable law.

Any amounts disbursed by the Mortgagee pursuant to this Paragraph 5, with interest thereon, at the rate of **zero percent (0%)** annually, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof. Nothing contained in this Paragraph 5 shall require the Mortgagee to incur any expense or take any action hereunder.

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

7. 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 the Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of the Mortgagor shall not operate to release, in

any manner, the liability of the original Mortgagor and the Mortgagor's successors in interest. The Mortgagee 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 Mortgagor and the Mortgagor's successors in interest. Any forbearance by the Mortgagee 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.

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

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

11. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

If any provision of the Promissory Note or 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.

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

13. Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any loan agreement which Mortgagor enters into with the Mortgagee. The Mortgagee, at the Mortgagee's option, may require Mortgagor to execute and deliver to the Mortgagee, in a form acceptable to the Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a leased or rental property; loss or homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture. If the home must be sold as a short sale due to a catastrophic event, the short sale procedures and policies governing the first mortgage shall prevail and the County will make an effort to recapture funds according to the short sale guidelines.

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

15. Acceleration; Remedies. Except as provided in Paragraph 18 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made material misrepresentations or material omissions in his/her/their application for a **SHIP Loan**, the Mortgagee, at the Mortgagee'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. Prior to acceleration of this Mortgage, the Mortgagee shall give notice to the Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than **ten (10) days** from the date the notice is mailed to the Mortgagor, 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 the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure preceding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. The Mortgagee shall be entitled to collect in such proceeding shall expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of the documentary evidence, abstracts and title reports.

16. Mortgagor's Right to Reinstate. Notwithstanding the Mortgagee's acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, Mortgagor shall have the right to have any proceedings begun by the Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Mortgagor pays the Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred;

(b) the Mortgagor cures all breaches of any other covenants or agreements of the Mortgagor contained in this Mortgage; (c) the Mortgagor pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of the Mortgagor contained in this Mortgage, and in enforcing the Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Mortgagor hereby assigns to the Mortgagee the rents of the Property, provided that the Mortgagor shall, prior to the acceleration under Paragraph 15 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 15 hereof or abandonment of the Property, the Mortgagee 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 attorneys' fees, and then to the sums secured by this Mortgage the receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

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

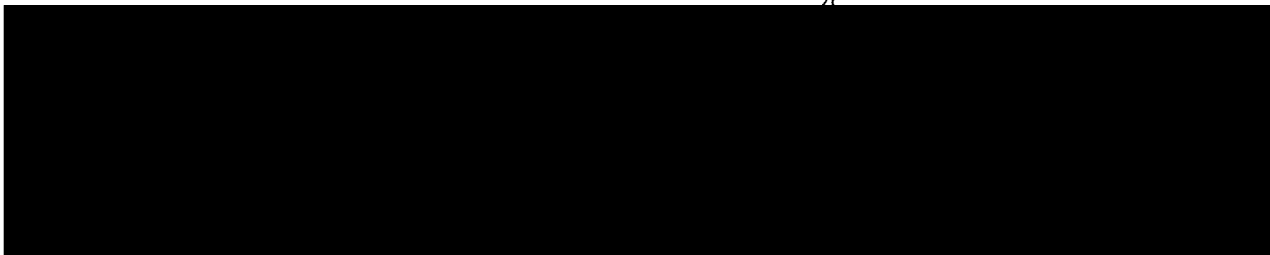
20. Special SHIP Covenants and Representations. The Mortgagor covenants, represents and warrants to the Mortgagee that: (a) The Mortgagor, along with his/her/their family, intends to reside as a household in the Property; (b) the Mortgagor is a First-Time Home Buyer as defined by the applicable SHIP Program Guidelines; (c) the Mortgagor's total family income at the time of its application for the Loan was less than or equal to eighty percent (80%) of Alachua County median income; and (d) the Mortgagor is eligible to participate in the Mortgagee's SHIP Down Payment Assistance Program.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage or assignment of the First mortgage to the Secretary of Housing and Urban Development, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Mortgagor'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 Mortgagor or a related entity or person to the Mortgagor), 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 Third Mortgage shall automatically terminate upon the First Lender's acquisition of title.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage.

NOTICE TO MORTGAGOR

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



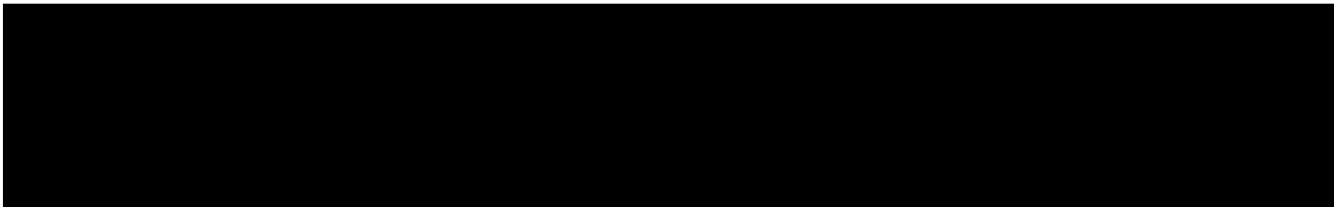
The Mortgagor(s) covenants that the information Mortgagor(s) provided on the "Down Payment/Closing Costs Assistance Program Application and Reservation Form" and on the "S.H.I.P Program Income Certification" Form is true and accurate. If the County determines that Mortgagor(s) fraudulently provided false information, the face amount of the Note secured by this Mortgage shall immediately become due and payable.

The Mortgagor(s) **must** be income eligible as of the date of loan commitment by the first mortgage lender.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY, that on the [redacted] day of [redacted], before me, the undersigned authority, personally appeared [redacted], known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution hereof to be his/her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.



PROMISSORY NOTE

Alachua County (SHIP) File #: [REDACTED]

Date [REDACTED]

Property Address: [REDACTED]

FOR VALUE RECEIVED, the undersigned, [REDACTED] (called the "BORROWER") jointly and severally promise(s) to pay to the order of Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners (called "the COUNTY"), the sum of \$ 10,000.00

1. INTEREST

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

2. DEFERRAL

As long as the BORROWER continues to own and occupy the property described in the mortgage securing this Note a full ten (10) years, from the date of this Note, then said Note will be forgiven in its entirety.

HOWEVER, if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, or the BORROWER ceases to occupy it as his/her primary residence, or if the property is leased or rented during the ten year period, then the full amount of this Note becomes due and payable to the Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners, P. O. Box 5547, Gainesville, Florida, 32627.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

Refinance may be approved if a request is submitted in writing and meets the requirements of the Alachua County Housing Program Subordination Policy. Otherwise, upon refinance of the property, then the full amount of this Note becomes due and payable to the Alachua County, Florida, a political subdivision of the State of Florida, by its Board of County Commissioners, P. O. Box 5547, Gainesville, Florida, 32627.

3. BORROWER'S PAYMENT BEFORE IT IS DUE

BORROWER has 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 BORROWER makes a full prepayment, BORROWER will tell the County in a letter that BORROWER is doing so.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Default

If BORROWER does not pay the balance due and payable as required in Section 2 above, BORROWER will be in default. If BORROWER is in default, the County may bring about any actions not prohibited by applicable law and require BORROWER to pay County's cost and expenses as described in (B) below.

(B) Payment of Note Holder's Costs and Expenses

If the County takes such actions as described above, the County will have the right to be reimbursed for all of its costs and expenses, including but not limited to reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the County under this Note, a Second Mortgage, dated [REDACTED], protects the County from possible losses which might result if BORROWER does not keep the promises which are made in this Note. The Second Mortgage describes how and under what conditions BORROWER may be required to make immediate payment in full of all amounts that BORROWER owed under this Note.

6. BORROWER'S WAIVERS

BORROWER waives his rights to require the County to do certain things. Those things are: (A) to demand payment of amount due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (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 BORROWER has made in this Note, by signing this Note or by executing a separate agreement to make payments to the County if BORROWER fails to keep the promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights.

The Note Holder consents to any agreement or 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 Buyer's Second Mortgage conflicts with any provision of the First Note or the First Mortgage, the terms and provision of the First Note and the First Mortgage shall govern.

7. GIVING OF NOTICES

Any notice that must be given to BORROWER under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to BORROWER at the Property Address above. A notice will be delivered or mailed to BORROWER at a different address, if BORROWER gives the County a notice of a different address.

Any notice that must be given to the County under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the County at the address stated in Section 2 above. A notice will be mailed to the County at a different address if BORROWER is given a notice of that different address.

8. **The BORROWER(S) covenants that the information BORROWER(S) provided on the "Down Payment/ Rehabilitation Assistance Program Application and Reservation Form" and on the "SHIP Program Income Certification" form is true and accurate. If the County determines that BORROWER(S) fraudulently provided false information, the face amount of this Note shall immediately become due and payable.**

BORROWER(S) must be income eligible as of the date of loan commitment by the first mortgage lender.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each is personally and severally liable 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 6 above) is also obligated to do these things. The County may enforce its rights under this Note against each BORROWER individually or against all BORROWERS together and may enforce its rights against any of them in any order. This means that any BORROWER may be required to pay all of the amounts owed under this Note.

Borrower

Date