Item # 27

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date 01/11/2005 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program.

BACKGROUND:

The attached clients were assisted with Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting the Board to approve and execute the attached Satisfactions on the properties to remove the now-satisfied liens. Three of the nineteen clients have tendered payment for the amounts owed. Repayments totaling $29,493.72 have been made to the Housing Trust Fund. The remainder are being forgiven for compliance with the applicable affordability period.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:

File No. - cpdc01

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

Name	Parcel I.D. Number
1. Sally Spires	10-21-29-515-0000-1350
2. Roland R. & Arlene V. Fontaine	09-21-30-515-0D00-0200
3. Mary Ann Miller	12-20-30-511-0000-1080
4. Linda Smith & Edmond R. Washington	31-19-31-505-0000-0520
5. Richard Tanyer, Jr.	08-20-30-5AL-2600-0010
6. Patric & Salome LeMaire	03-21-30-519-0000-0110
7. James F. & Michelle L. Green	11-20-30-505-0000-0290
8. Julia Long & Herman Eason, Jr.	32-19-31-514-0000-0100
9. Gladys & Jose A. Calder	16-21-30-5BS-0000-1380
10. Patricia A. Sove	14-21-30-504-0000-1560
11. Carolyn N. Bennett	21-21-32-5CF-2300-0140
12. Mona Lisa Tarvers	04-21-30-510-0000-0170
13. Margaret Y. Clarke	02-20-30-508-0000-02B0
14. John T. & Florine C. O'Neal	35-19-30-504-0000-0170
15. Willie Mae Joe	36-19-30-544-0000-0010
16. Juan Fernandez & Gloria I. Castillo	02-20-30-520-0000-0590
17. Charles J. Martin	31-19-31-505-0000-0450
18. Charles E. & Melissa Burger	14-20-30-501-0F00-0060
19. Brad McFarland & Melissa Rivera	02-20-30-5GJ-0000-0150

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 8, 1996, and recorded in Official Records Book 3158, Pages 0582 through and including 0586, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($2,600.00) (the "Note"), dated November 8, 1996, and recorded in the Official Records Book 3158, Pages 0587 through and including 0589, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 5, 1996, recorded in Official Records Book 3158, Pages 0590 through and including 0592, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 513 Ramsdell Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

Legal Description: LOT 135, OAKLAND VILLAGE SECTION THREE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 23 AND 24 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 10-21-29-515-0000-1350

(the "Property,") were made by **Sally Spires**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

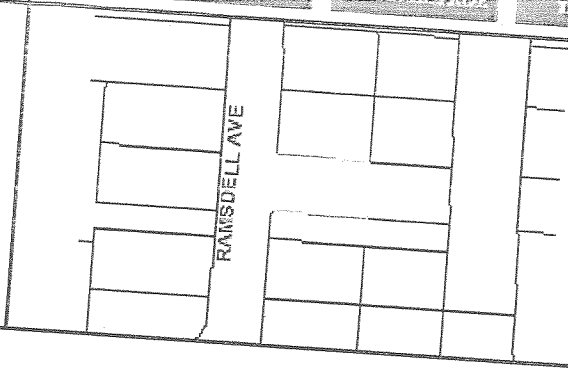
Approved as to form and
legal sufficiency.

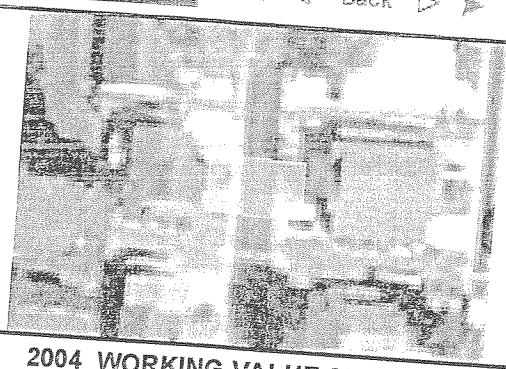
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Sally Spires

PARCEL DETAIL

REAL ESTATE | TANGIBLE PROP | TAX NOTE | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 10-21-29-515-0000-1350 **Tax District:** A2-ALTREDVDST
Owner: SPIRES SALLY **Exemptions:** 00-HOMESTEAD
Address: 513 RAMSDELL AVE
City,State,ZipCode: ALTAMONTE SPRINGS FL 32714
Property Address: 513 RAMSDELL AVE ALTAMONTE SPRINGS 32714
Subdivision Name: OAKLAND VILLAGE SEC 3
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$58,085
Depreciated EXFT Value:	$0
Land Value (Market):	$13,000
Land Value Ag:	$0
Just/Market Value:	$71,085
Assessed Value (SOH):	$48,531
Exempt Value:	$25,000
Taxable Value:	$23,531

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	11/1996	03158	0568	$45,000	Improved
WARRANTY DEED	03/1984	01533	1928	$60,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$756
2003 Tax Bill Amount:	$445
Savings Due To SOH:	$311
2003 Taxable Value:	$22,626

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	13,000.00	$13,000

LEGAL DESCRIPTION

LEG LOT 135 OAKLAND VILLAGE SEC 3 PB 28 PGS 23 & 24

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1983	8	695	1,203	1,159	SIDING AVG	$58,085	$63,136
	Appendage / Sqft		OPEN PORCH FINISHED / 44						
	Appendage / Sqft		UPPER STORY FINISHED / 464						

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

913819

96 NOV 14 PM 2:35

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 8th day of November 1996 by and between Sally A Spires, a single and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

OFFICIAL RECORDS BOOK 3158 PAGE 0582 SEMINOLE CO. FL

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 2,600.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS BOOK 3158 0583 SEMINOLE CO. PAGE

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Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or ___x___ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR ___x___ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Twenty Six Hundred and 00/100--dollars ($ 2,600.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Peggy H. Kleinmann
WITNESS
Print Name: PEGGY H. KLEINMANN

Sally A. Spires
Print Name: Sally A Spires
513 Ramsdell Ave.
Altamonte Springs, FL 32714

Pauline L. Phillips
Print Name: Pauline L. Phillips

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS BOOK 3158 PAGE 0584 SEMINOLE CO. FL

Not Certified copy

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8th day of November, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SALLY A. SPIRES and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Peggy H Kleinmann
Name
Notary Public
Serial Number
Commission Expires:

PEGGY H KLEINMANN
My Commission CC323724
Expires Nov. 07, 1997

OFFICIAL RECORDS
BOOK 3158 PAGE 0585
SEMINOLE CO. FL

This is not a certified copy

This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 135, OAKLAND VILLAGE SECTION THREE, according to the Plat thereof, as recorded in Plat Book 28, Pages 23 and 24, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK 3158 PAGE 0586
SEMINOLE CO. FL

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $2,600.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Twenty Six Hundred and 00/100-----($2,600.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or __x__ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) __x__ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

This is not a certified copy

OFFICIAL RECORDS BOOK 3158 0587 SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

3158 0588
SEMINOLE CO. FL
OFFICIAL RECORDS BOOK PAGE

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

EXHIBIT Certified Copy

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Peggy H Kleinmann
Print Name: PL

Sally A. Spires
Print Name: Sally A Spires

Pauline L. Phillips
Print Name: Pauline L. Phillips

513 Ramsdell Ave.
Altamonte Springs, Fl 32714
Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS BOOK 3158 PAGE 0589 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 8th day of November, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SALLY A. SPIRES and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Peggy H Kleinmann
Name:
Notary Public
Serial Number
Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
PEGGY H KLEINMANN
My Commission CC323784
Expires Nov. 07, 1997

This is not a certified copy

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): SALLY SPIRES

Property Address: 513 RAMSDELL, ALTAMONTE SPRINGS, FL 32714

This Agreement is entered into this 5 day of OCT, 19 96 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and SALLY SPIRES (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $2600.- at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

OFFICIAL RECORDS BOOK 3158 PAGE 0590 SEMINOLE CO. FL

Document is NOT OFFICIAL! This Document is the property of the Seminole County Clerk of the Circuit Court and Comptroller, Seminole County, Florida. Unauthorized use and/or duplication of this material is strictly prohibited.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☑ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☒ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2 RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS BOOK 3158 0591 SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ ten (10), ____ twenty (20) or ✓ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Vern Mantaris

Mary Vern Mantaris

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER, Acting County Manager

Date: 10/5/96

1590 S.H. 17-19

Casselberry, FL 32707

WITNESSES AS TO HOMEBUYER(S):

Sally M. Doist

Bob A. Doist

Bob A. Doist

HOMEBUYER

Sally A. Spires

Sally A. Spires

Date: 10/5/96

513 Ramsdell Ave.

Altamonte Springs, FL 32714

NOTARY AS TO HOMEBUYER(S):

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 5th day of October, 199___, by SALLY A. SPIRES, who is personally known to me or who has produced [redacted] as identification.

Print Name Frank J. Monte

Notary Public in and for the County and State Aforementioned

My commission expires: 02/21/00

FRANK J. MONTE
My Comm Exp. 2/21/00
Bonded By Service Ins
No. CC[illegible]

STATE OF FLORIDA NOTARY PUBLIC

OFFICIAL RECORDS BOOK 3158 PAGE 0592 SEMINOLE CO. FL

This is a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 27, 1997, and recorded in Official Records Book 3205, Pages 1760 through and including 1764, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), recorded in the Official Records Book 3205, Pages 1765 through and including 1767, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 27, 1997, recorded in Official Records Book 3205, Pages 1768 through and including 1770, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 495 Sunrise Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

> Legal Description: LOT 20, BLOCK D, LAKE KATHRYN WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 12 AND 13 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 09-21-30-5150-0D00-0200

(the "Property,") were made by **Roland R. Fontaine and Arlene V. Fontaine** (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

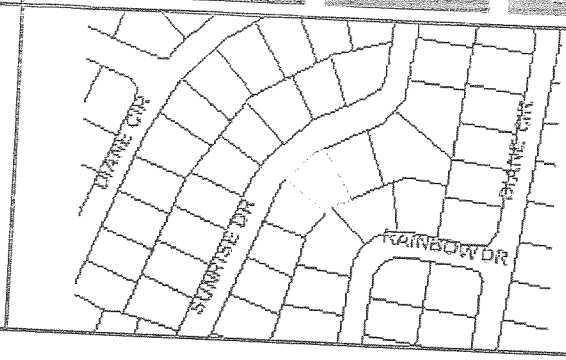
Approved as to form and
legal sufficiency.

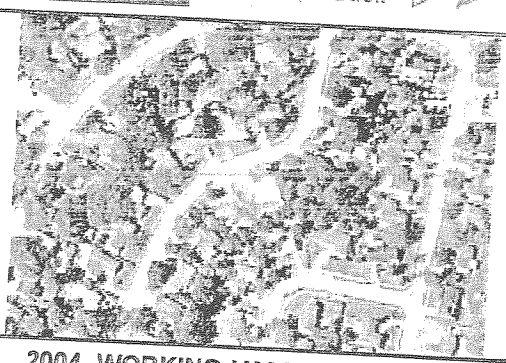
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Roland and Arlene Fontaine

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 09-21-30-515-0D00-0200 **Tax District:** C1-CASSELBERRY
Owner: FONTAINE ARLENE V **Exemptions:** 00-HOMESTEAD
Address: 495 SUNRISE DR
City,State,ZipCode: CASSELBERRY FL 32707
Property Address: 495 SUNRISE DR CASSELBERRY 32707
Subdivision Name: LAKE KATHRYN WOODS
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$95,349
Depreciated EXFT Value:	$0
Land Value (Market):	$20,000
Land Value Ag:	$0
Just/Market Value:	$115,349
Assessed Value (SOH):	$79,041
Exempt Value:	$25,500
Taxable Value:	$53,541

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
QUIT CLAIM DEED	05/1999	03683	0448	$100	Improved
QUIT CLAIM DEED	05/1999	03683	0447	$100	Improved
QUIT CLAIM DEED	06/1999	03683	0446	$100	Improved
QUIT CLAIM DEED	06/1999	03683	0445	$100	Improved
CORRECTIVE DEED	05/1999	03655	0723	$100	Improved
CORRECTIVE DEED	05/1997	03239	1928	$100	Improved
WARRANTY DEED	02/1997	03205	1749	$79,900	Improved
QUIT CLAIM DEED	11/1979	01257	1077	$100	Improved
WARRANTY DEED	05/1978	01171	0111	$31,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$1,323
2003 Tax Bill Amount:	$1,009
Savings Due To SOH:	$314
2003 Taxable Value:	$52,067

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	20,000.00	$20,000

LEGAL DESCRIPTION PLAT

LEG LOT 20 BLK D LAKE KATHRYN WOODS PB 16 PG 13

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1972	6	1,430	2,314	1,430	CONC BLOCK	$95,349	$110,871
	Appendage / Sqft		SCREEN PORCH FINISHED / 294						
	Appendage / Sqft		OPEN PORCH FINISHED / 84						
	Appendage / Sqft		GARAGE FINISHED / 506						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

45/6.00

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

023392

97 MAR -7 PM 2:46

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 27TH day of FEBRUARY 1997 by and between Roland R. Fontaine and Arlene M. Fontaine hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

OFFICIAL RECORDS BOOK 3205 PAGE 1760 SEMINOLE CO. FL

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,500.00) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Marion C. Gutierrez

THIS INSTRUMENT WAS PREPARED BY CHELSEA TITLE COMPANY 400 E. DEMORAH BLVD PASSELLO, FL. 32773 WHICH INSTRUMENT WAS PREPARED INCIDENTAL TO THE WRITING OF A TITLE INSURANCE POLICY

97-81

[illegible]

OFFICIAL RECORDS
BOOK PAGE
3205 1761

Seminole County Homeownership Assistance Program CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 220.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove, shall cause an acceleration of the remaining unpaid principal balance evidenced hereby and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

(Printed Name)

Witness

OFFICIAL RECORDS
BOOK PAGE
3205 1762
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and the Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage so long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
BOOK PAGE
3205 1763
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x ten (10) years, _____ twenty (20) years or _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN x TEN (10) YEARS, _____ TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of three thousand five hundred dollars ($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Roland R. Fontaine
Roland R. Fontaine
495 SunRise Dr., Casselberry, Florida 32707

Print Name: Martha C. Gutierrez witness

Print Name: _____

Print Name: JUDITH A. HEWITT witness

Print Name: Arlene V. Fontaine
Arlene V. Fontaine
458 SunRise Dr. Casselberry, Florida 32707

Print Name: _____

Unofficial Certified Copy

[C:FINANCIAL/STRD]

11/1/00

OFFICIAL RECORDS
BOOK PAGE
3205 1764
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27TH day of FEBRUARY, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Roland R. Fontaine and Arlene W. Fontaine, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Maritza C. Gutierrez
Notary Public
Serial Number
Commission Expires:

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
3205 1765
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred ($3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at _____, Florida _____, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) x ten (10), _____ twenty (20) or _____ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to x ten(10) _____ twenty (20) _____ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

This is not certified copy

BOOK PAGE
3205 1766
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) __X__ ten (10) years, _____ twenty (20) years or _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _X__ TEN (10) YEARS, _____ TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand five hundred dollars ($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Roland R. Fontaine
Roland R. Fontaine
495 SunRise Dr., Casselberry, Florida 32707

Print Name: Martha C. Gutierrez witness

Print Name: _____

Print Name: [illegible] witness

Print Name: Arlene V. Fontaine
Arlene V. Fontaine
459 SunRise Dr. Casselberry, Florida 32707

Print Name: _____

Not a certified copy

OFFICIAL RECORDS
BOOK PAGE
3205 1765
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred ($3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at _____, Florida _____, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), _____ twenty (20) or _____ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to X ten(10) _____ twenty (20) _____ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

This is not a certified copy

BOOK 3205 PAGE 1767
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 20, BLOCK "I", LAKE FAIRVIEW SHORES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

9781

OFFICIAL RECORDS
BOOK PAGE
3205 1768
SEMINOLE CO. FL

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): ROLAND R. FONTAINE AND ARLENE V. FONTAINE

Property Address: 495 SunRise Dr.
Casselberry, Florida 32707

This Agreement is entered into this 27TH day of FEBRUARY, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and Roland R. Fontaine and Arlene V. Fontaine (hereinafter "HOMEBUYER")

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $ 3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure), (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

LEGIBILITY UNSATISFACTORY FOR MICROFILMING

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OFFICIAL RECORDS
BOOK PAGE
3205 1769
SEMINOLE CO. FL.

5. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homebuyer shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/reviewed indicating that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint assistance.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
BOOK PAGE
3205 1770
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of X ten (10), ____ twenty (20) or ____ thirty (30) years, as applicable.

6. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:
Mary Vera Mathews
Mary Vera Mathews

SEMINOLE COUNTY, FLORIDA
Gary E. Raiser-Acting County Manager
Date: 2/18/97

WITNESSES
Tammy Bickstrea
Tammy Bickstrea
Christine Y Brooks
Christine Y Brooks

HOMEBUYER
Roland R. Fontaine
Ronald R. Fontaine
Arlene V. Fontaine
Arlene V. Fontaine
Date: 1-29-97

NOTARY AS TO HOMEBUYER(S):
STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 29th day of January 1997 by Roland R. Fontaine & Arlene V. Fontaine who is personally known to me or who has produced Valid Florida DL as identification.

Christine Y Brooks
Print Name Christine Y. Brooks

OFFICIAL NOTARY SEAL
CHRISTINE Y BROOKS
COMMISSION NUMBER
CC330080
MY COMMISSION EXP.
JAN. 2,1998

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

THIS INSTRUMENT WAS PREPARED BY Marian C. Gutierrez
CHELSEA TITLE COMPANY 400 E. SEMORAN BLVD
CASSELBERRY, FL 32707 WHICH INSTRUMENT WAS PREPARED INCIDENTAL TO THE WRITING OF A TITLE INSURANCE POLICY.

Copy of Certified Copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 19, 1994, and recorded in Official Records Book 2800, Pages 1813 through and including 1815, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) (the "Note"), dated July 19, 1994, and recorded in the Official Records Book 2800, Pages 1816 through and including 1818, Public Records of Seminole County, Florida, which encumbered the property located at 157 Kelly Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description: LOT 108, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification Number: 12-20-30-511-0000-1080

(the "Property,") were made by **Mary Ann Miller** (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

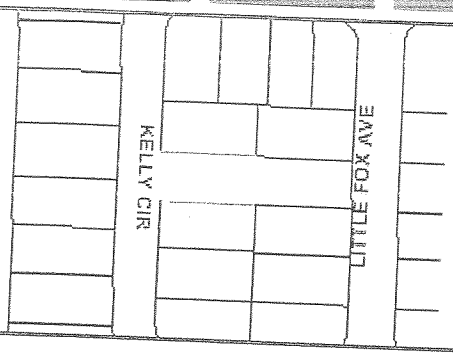
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

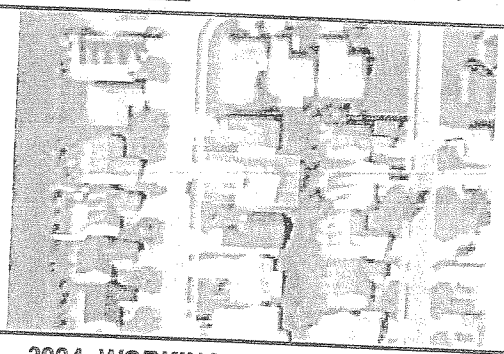
_____
County Attorney
AS/lpk
11/8/04
satisfaction-Mary Ann Miller

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP. | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 12-20-30-511-0000-1080 **Tax District:** S1-SANFORD
Owner: MILLER MARY ANN **Exemptions:** 00-HOMESTEAD
Address: 157 KELLY CIR
City,State,ZipCode: SANFORD FL 32773
Property Address: 157 KELLY CIR SANFORD 32773
Subdivision Name: MONROE MEADOWS
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$71,665
Depreciated EXFT Value:	$0
Land Value (Market):	$18,000
Land Value Ag:	$0
Just/Market Value:	$89,665
Assessed Value (SOH):	$76,578
Exempt Value:	$25,000
Taxable Value:	$51,578

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	07/1994	02800	1799	$69,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$1,100
2003 Tax Bill Amount:	$1,046
Savings Due To SOH:	$54
2003 Taxable Value:	$50,150

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	18,000.00	$18,000

LEGAL DESCRIPTION PLAT

LEG LOT 108 MONROE MEADOWS PB 46 PGS 16 & 17

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1994	6	1,106	1,474	1,106	CONC BLOCK	$71,665	$74,651

Appendage / Sqft GARAGE FINISHED / 336
Appendage / Sqft OPEN PORCH FINISHED / 32

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Downpayment Assistance Program

25/3.50

Second Mortgage Deed

THIS SECOND MORTGAGE DEED, executed the 19 day of JULY, 1994 A.D. by MARY ANN MILLER, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 157 KELLY CR. SANFORD, Florida 32773, hereinafter called the Mortgagee:

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 7,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE BELOW

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d) FLORIDA STATUTES

This instrument was prepared by:
DARLENE E. CORRIVEAU
CHICAGO TITLE INS. CO.
240 CROWN OAK CENTRE DR.
LONGWOOD, FL 32750
LS 62955 SA

LEGAL DESCRIPTION:

LOT 108, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY CDBG MORTGAGE PROGRAM

OFFICIAL RECORDS BOOK PAGE
2900 1813
SEMINOLE CO. FL.

MARYANNE MORSE CLERK OF CIRCUIT CO.
600804
SEMINOLE COUNTY, FL. RECORDED & VERIFIED
94 JUL 21 AM 10:10

This is not certified copy

Drive Lenford 407-665-7420
F 407-665-7366
ATT

Downpayment Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall crease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, included lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner occupied and not be renter, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rata percentage for each year of occupancy (i.e. 5% per year for a twenty (20) year mortgage, or 2.3% per year for a thirty (30) year mortgage) as applicable.

OFFICIAL RECORDS BOOK PAGE
2800 1814
SEMINOLE CO. FL

Original copy

Downpayment Assistance Program

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Darlene Gaunt

Print Name: DARLENE CORRIVEAU

Print Name:

Print Name:

MORTGAGOR:

Print Name: MARY ANN MILLER
157 KELLY CR.
SANFORD, FL 32773

Print Name:

OFFICIAL RECORDS BOOK 2800 PAGE 1815
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19 day of JULY, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARY ANN MILLER and who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and ~~are personally known to me or~~ have produced DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARTHA E. ALMASI
Notary Public
Serial Number
Commission Expires:

MARTHA E. ALMASI
MY COMMISSION # CC 212000
EXPIRES: JULY 7, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This is not a certified copy

Downpayment Assistance Program

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: $3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND DOLLARS ($3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. FIRST ST., SANFORD, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full..

B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

FIRST PAGE OF SECOND MORTGAGE DEED

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

The maker of this Note or its successors shall be in default under any one or more the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d) FLORIDA STATUTES

This instrument was prepared by:
MARLENE H. CHERITEAU
CHICAGO TITLE INS. CO.
240 CRANE OAK CENTER DR.
LONGWOOD, FL 32750
LF 62955 SA

SEMINOLE COUNTY

OFFICIAL RECORDS BOOK PAGE

2800 1816

Certified Copy

Downpayment Assistance Program

1. The sale of the subject home and real property, within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS BOOK 2800 PAGE 1817 SEMINOLE CO. FL.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly forgiveness deduction.

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

This is not a certified copy

Downpayment Assistance Program

Signed, sealed and delivered in the presence of:

Darlene E. Corrivead
Print Name: DARLENE CORRIVEAD

Martha E. Almasi
Print Name: MARTHA E. ALMASI

Print Name:

Print Name:

MORTGAGOR:

Print Name: MARY ANN MILLER
157 KELLY CR.
SANFORD, FL 32773

Print Name:

OFFICIAL RECORDS BOOK PAGE
2800 1818
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19 day of JULY, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments personally appeared MARY ANN MILLER, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Martha E. Almasi
Name: MARTHA E. ALMASI
Notary Public
Serial Number
Commission Expires:

MARTHA E. ALMASI
MY COMMISSION # CC 613058
EXPIRES: July 7, 1995
Bonded Thru Notary Public Underwriters

This is not a certified copy

SEMINOLE COUNTY

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 17, 1998, and recorded in Official Records Book 3419, Pages 0676 through and including 0680, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($3,200.00) (the "Note"), dated April 17, 1998, and recorded in the Official Records Book 3419, Pages 0681 through and including 0684, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated December 31, 1997, recorded in Official Records Book 3419, Pages 0685 through and including 0687, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 813 Valencia Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

> Legal Description: LOT 52, SAN LANTA THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 31-19-31-505-0000-0520

(the "Property,") were made by **Linda Smith and Edmond R. Washington**, both single persons (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

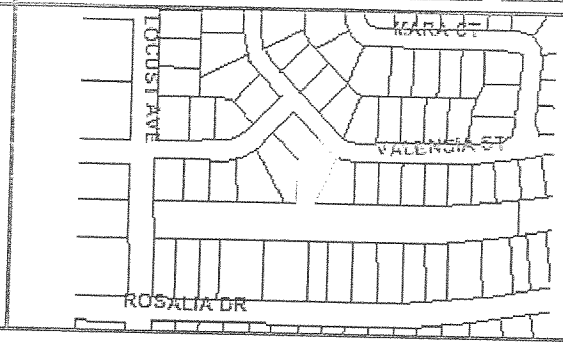
Approved as to form and
legal sufficiency.

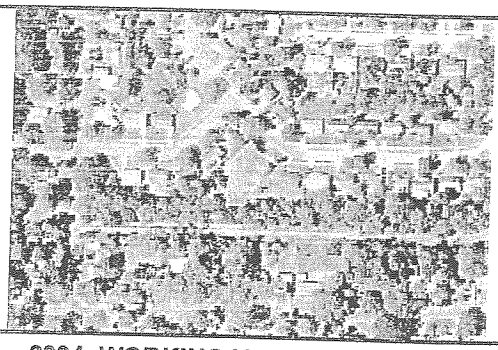
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Linda Smith and Edmond Washington

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id:	31-19-31-505-0000-0520	**Tax District:**	S1-SANFORD
Owner:	WASHINGTON EDMOND R & LINDA S	**Exemptions:**	00-HOMESTEAD
Address:	813 VALENCIA ST		
City,State,ZipCode:	SANFORD FL 32771		
Property Address:	813 VALENCIA ST SANFORD 32771		
Subdivision Name:	SAN LANTA 3RD SEC		
Dor:	01-SINGLE FAMILY		

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$55,758
Depreciated EXFT Value:	$0
Land Value (Market):	$11,000
Land Value Ag:	$0
Just/Market Value:	$66,758
Assessed Value (SOH):	$56,008
Exempt Value:	$25,000
Taxable Value:	$31,008

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	04/1998	03419	0666	$55,000	Improved
SPECIAL WARRANTY DEED	05/1979	01229	0046	$100	Improved
SPECIAL WARRANTY DEED	10/1978	01197	1364	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$819
2003 Tax Bill Amount:	$625
Savings Due To SOH:	$194
2003 Taxable Value:	$29,964

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	11,000.00	$11,000

LEGAL DESCRIPTION PLAT

LEG LOT 52 SAN LANTA 3RD SEC PB 13 PG 75

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1971	5	975	1,533	975	BRICK+WOOD COMBO	$55,758	$65,405
	Appendage / Sqft		ENCLOSED PORCH FINISHED / 168						
	Appendage / Sqft		OPEN PORCH FINISHED / 100						
	Appendage / Sqft		CARPORT FINISHED / 200						
	Appendage / Sqft		UTILITY FINISHED / 90						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

49/60

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 17th day of APRIL 199 8 by and between Edmond R. Washington, a single person and Linda Smith a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,200.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
[redacted]
SELF HOMEBUYER ASSISTANCE PROGRAM / ATTN: SHARON SELF
4301 S. ORANGE AVE
CASSELBERRY, FL 32707

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

98990

RECORDED & VERIFIED
1998 MAY -6 PM 2:26

OFFICIAL RECORDS BOOK
3119 PAGE 0676
SEMINOLE CO. FL

mtgdeed.doc

OFFICIAL RECORDS
BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to 0677
Second Mortgage Note and the First Mortgage approved herein, shall constitute a SEMINOLE CO. FL
default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage so long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
BOOK PAGE

0678

Should the land remain owner-occupied and not be rented, leased or [illegible] for ten (10) years then this Second Mortgage shall be forgiven in full and a release [illegible] FL public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Two Hundred dollars and 00/100($3,200.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

WITNESS:
Print Name: MARK WRIGHT

Print Name: Edmond R. Washington
813 VALENCIA STREET
Sanford, FL 32771

WITNESS:

Print Name: JOAN BURNS

Print Name: Linda Smith
813 VALENCIA STREET
Sanford, FL 32771

Print Name:

Print Name:

Print Name:

Print Name:

Return To: UNIVERSAL LAND TITLE, INC.
590 Rinehart Road, Suite 100
Lake Mary, FL 32746

Not a certified copy

OFFICIAL RECORDS
BOOK PAGE
3419 0679
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of [illegible], 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William R. WASHINGTON, a single person and LINDA SMITH, a single person, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Name: MARK WRIGHT
Notary Public
Serial Number CC439144
Commission Expires: 3/2/99

This is not a certified copy

2419 0660
SEMINOLE CO. FL

EXHIBIT "A"

LOT 52, SAN LANTA THIRD SECTION, according to the Plat recorded in Plat Book 13, page 75, as recorded in the Public Records of SEMINOLE County, Florida, said land situate, lying and being in SEMINOLE County, Florida

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
3419 0681
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Two Hundred Dollars and 00/100 ($3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

UNOFFICIAL DOCUMENT

OFFICIAL RECORDS
BOOK PAGE
3419 0682

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
[illegible]
S.H.I.P. HOMEOWNER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4900 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

This is not a certified copy

7/29/97

OFFICIAL RECORDS
BOOK PAGE
3013 0683
SEMINOLE CO. FL

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of [illegible] or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESS: MARK WRIGHT
Print Name:

WITNESS: JOAN NUNES
Print Name:

Print Name:

Print Name:

Print Name: Washington
COPY
813 VALENCIA STREET
SANFORD, FL 32771
Print Name: Linda Smith
COPY
813 VALENCIA STREET, SANFORD, FL 32771
Print Name:

Print Name:

This is not a certified copy

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of APRIL, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared EDMOND R. WASHINGTON, a single person and LINDA SMITH, A SINGLE PERSON, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's licence as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

MARK WRIGHT
MY COMMISSION # CC435144 EXPIRES
March 2, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Name: MARK WRIGHT
Notary Public
Serial Number CC435144
Commission Expires: 3/2/99

Return To: UNIVERSAL LAND TITLE, INC.
580 Rinehart Road, Suite 100
Lake Mary, FL 32746

7/29/97

OFFICIAL RECORDS
BOOK PAGE
3419 0684
SEMINOLE CO. FL

EXHIBIT "A"

LOT 52, SAN LANTA THIRD SECTION, according to the Plat recorded in Plat Book 13, page 75, as recorded in the Public Records of SEMINOLE County, Florida, said land situate, lying and being in SEMINOLE County, Florida

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
3419. 0685

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT SEMINOLE CO. FL

Applicant(s): Edmond R. Washington & Linda Smith

Property Address: 813 Valencia St., Sanford, FL 32771

This Agreement is entered into this 31st day of December, 19 97 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Edmond R. Washington, a single person, and Linda Smith, a single person, (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3,200.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce , has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

OFFICIAL RECORDS
BOOK PAGE
3419 0686
SEMINOLE COUNTY

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
BOOK PAGE
3119 0687
SEMINOLE CO.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 10 ten (10), ____ twenty (20) or ____ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mantzaris
MARY MANTZARIS

SEMINOLE COUNTY, FLORIDA

GARY KAISER County Manager

Date: 4/2/98

WITNESSES AS TO HOMEBUYER(S):

KEN CALLIMORE

Kristine H. Hill
KRISTINE HILL

HOMEBUYER

EDMOND R. WASHINGTON

Linda Smith
LINDA SMITH

Date: 12-31-97

NOTARY AS TO HOMEBUYER(S):
STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 31st day of December, 1997, by Edmond R. Washington & Linda C. Smith, who is personally known to me or who has produced Valid Florida (BD) as identification.

Tammy T. Rickstrew

Print Name Tammy T. Rickstrew

Notary Public in and for the County and State Aforementioned.

My commission expires: 08/14/01

Tammy T Rickstrew
My Commission CC071071
Expires August 14, 2001

Document Prepared By [illegible]
[illegible]
S.H.I.P. Home Ownership Assistance Program
c/o The [illegible] Seminole County
Chamber of Commerce
[illegible] Highway 17-92
Lake Mary, FL 32707

Return To: UNIVERSAL LAND TITLE, INC.
560 Rinehart Road, Suite 100
Lake Mary, FL 32746

Fn:\manual\homeprgm

62

2/5/97

Miss Not a Certified Copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 30, 1997, and recorded in Official Records Book 3252, Pages 0654 through and including 0658, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS ($3,050.00) (the "Note"), dated May 30, 1997, and recorded in the Official Records Book 3252, Pages 0659 through and including 0662, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 2, 1997, recorded in Official Records Book 3252, Pages 0663 through and including 0665, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 147 W. Wilbur Avenue, Lake Mary, Florida 32746, the legal description and parcel identification for which are as follows:

Legal Description: LOTS 1 AND 2, BLOCK 26, CRYSTAL LAKE WINTER HOMES SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 114, 115, AND 116 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-20-30-5AL-2600-0010

(the "Property,") were made by **Richard Tanyer, Jr.**, a single man, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

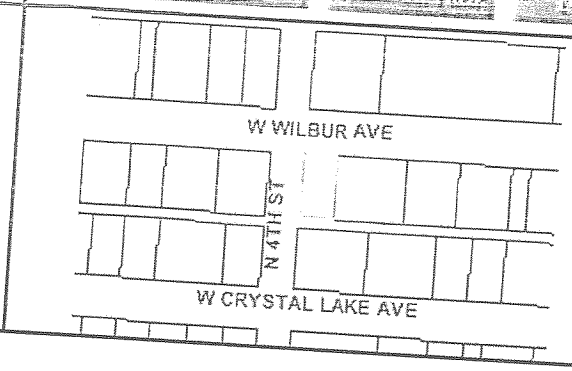
Approved as to form and
legal sufficiency.

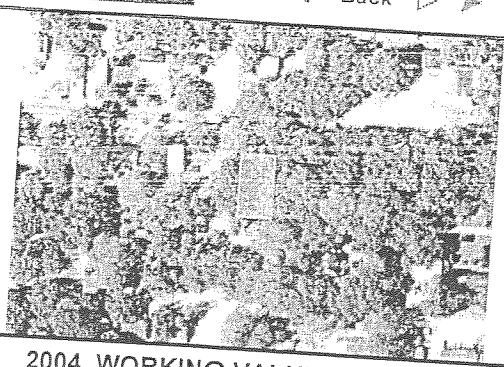
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Richard Tanyer

PARCEL DETAIL

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





Back

GENERAL

Parcel Id: 08-20-30-5AL-2600-0010 **Tax District:** M1-LAKE MARY
Owner: TANYER RICHARD JR **Exemptions:** 00-HOMESTEAD
Address: 147 W WILBUR AVE
City,State,ZipCode: LAKE MARY FL 32746
Property Address: 147 WILBUR AVE W LAKE MARY 32746
Subdivision Name: CRYSTAL LAKE WINTER HOMES
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$103,204
Depreciated EXFT Value:	$0
Land Value (Market):	$17,622
Land Value Ag:	$0
Just/Market Value:	$120,826
Assessed Value (SOH):	$76,393
Exempt Value:	$25,000
Taxable Value:	$51,393

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	05/1997	03252	0644	$75,000	Improved
QUIT CLAIM DEED	03/1988	01971	1904	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$1,487
2003 Tax Bill Amount:	$919
Savings Due To SOH:	$568
2003 Taxable Value:	$49,969

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	66	116	.000	300.00	$17,622

LEGAL DESCRIPTION PLAT

LEG LOTS 1 + 2 BLK 26 CRYSTAL LAKE WINTER HOMES SUBD

PB 2 PG 115

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1977	3	1,244	2,558	1,244	CB/STUCCO FINISH	$103,204	$115,959

Appendage / Sqft	UTILITY FINISHED / 328
Appendage / Sqft	OPEN PORCH FINISHED / 42
Appendage / Sqft	OPEN PORCH FINISHED / 36
Appendage / Sqft	OPEN PORCH UNFINISHED / 288
Appendage / Sqft	GARAGE FINISHED / 620

OTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

49
6.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of MAY 1997 by and between Richard R. Tanyer, Jr., a single man and N/A hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee,"

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 3,050.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.;

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

OFFICIAL RECORDS
BOOK
3252 0554
SEMINOLE CO. FL
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
062923
1997 JUN 12 PM 2:44
RECORDED & VERIFIED

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4900 South Highway 17-92
Casselberry, FL 32707

Elaine L. Barlow
S.H.I.P./HOME Funds Coordinator

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS BOOK 0555 SEMINOLE CO.

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ___X___ ten (10) years, _____ twenty (20) years or _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN ___X___ TEN (10) YEARS, _____ TWENTY (20) YEARS OR _____ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three Thousand and Fifty and 00 dollars ($3,050.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: Richard R. Tanyer, Jr.

Print Name: SUSIE SMITH

147 WEST WILBUR AVENUE
Print Name: LAKE MARY, FLORIDA 32746

Print Name: _____

Print Name: _____

RAMPE [illegible] CORP.
P.O. BOX 1[illegible], [illegible] FIRST STREET
SANFORD, FLORIDA 32771

OFFICIAL RECORDS BOOK 3252 0656 SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of MAY, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RICHARD TAYNER, JR. and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Mark Wright

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/98

MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

OFFICIAL RECORDS
BOOK 3252 PAGE 0657
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

OFFICIAL RECORDS
BOOK 3252 0658
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK 26, PLAT OF CRYSTAL LAKE WINTER HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 114, 115 AND 116, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Seminole County Homeownership Assistance Program

OFFICIAL RECORDS
3252 0659
SEM. CO. FL

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,050.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand and Fifty and no/00 ($ 3,050.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), ____ twenty (20) or ____ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to X ten(10) ____ twenty (20) ____ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This Instrument was prepared by:
S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707
Elaine L. Barlow
S.H.I.P./HOME Funds Coordinator

OFFICIAL RECORDS BOOK 3252 0550 SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: Richard R. Tanyer, Jr.

Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of MAY, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RICHARD R. TANYER, JR. and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/98

MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

OFFICIAL RECORDS
BOOK
3252
SEMINOLE CO. FL
1990

Seminole County Homeownership Assistance Program

OFFICIAL RECORDS
BOOK 3252 0662
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 AND 2, BLOCK 26, PLAT OF CRYSTAL LAKE WINTER HOMES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 114, 115 AND 116, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Richard Tanyer , a single man

Property Address 147 Wilbur Avenue, W,
Lake Mary, FL 32746

This Agreement is entered into this 2nd day of May, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Richard Tanyer , a single man (hereinafter "HOMEBUYER").

OFFICIAL RECORDS
BOOK
3252 0553
SEMINOLE CO. FL

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3,050.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce , has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

OFFICIAL RECORDS
3252 0564
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ___ ten (10), ___ twenty (20) or ___ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Vern Mantzaris
MARY VERN MANTZARIS

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser County Manager

Date: 5/22/97

WITNESSES AS TO HOMEBUYER(S):

JEFF KINCADE

MARK WRIGHT

HOMEBUYER

RICHARD TANYER, JR.
147 WILBUR AVENUE W,
LAKE MARY, FLORIDA 32746

Date: 5-2-97

NOTARY AS TO HOMEBUYER(S):
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 2 day of May, 1997, by RICHARD TANYER, JR., who is personally known to me or who has produced _____ as identification.

Candace Mortensen

Print Name Candace Mortensen

Notary Public in and for the County and State Aforementioned.

My commission expires: 5-24-98

CANDACE M. MORTENSEN
MY COMMISSION # CC 378795
EXPIRES: May 24, 1998
Bonded Thru Notary Public Underwriters

KAMPF TITLE & GUARANTY CORP.
P.O. BOX 1548, 2 W. FIRST STREET
SANFORD, FLORIDA 32771

Fn\manup\homeprgm

OFFICIAL RECORDS
BOOK
3252 0665
SEMINOLE CO. FL

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 17, 1997, and recorded in Official Records Book 3315, Pages 1771 through and including 1775, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWENTY-FIVE AND NO/100 DOLLARS ($3,025.00) (the "Note"), dated October 17, 1997, and recorded in the Official Records Book 3315, Pages 1776 through and including 1778, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 4, 1997, recorded in Official Records Book 3315, Pages 1779 through and including 1781, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 120 Sundance Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

Legal Description: LOT 11, THE SEASONS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 24 THROUGH AND INCLUDING 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 03-21-30-519-0000-0110

(the "Property,") were made by **Patric LeMaire and Salome LeMaire k/n/a Salome Martinez**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners have sold the Property within the ten (10) year period; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

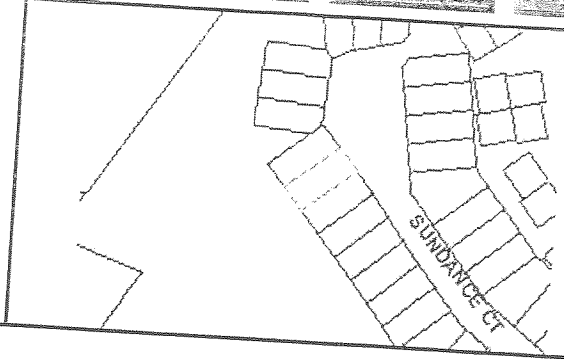
Approved as to form and
legal sufficiency.

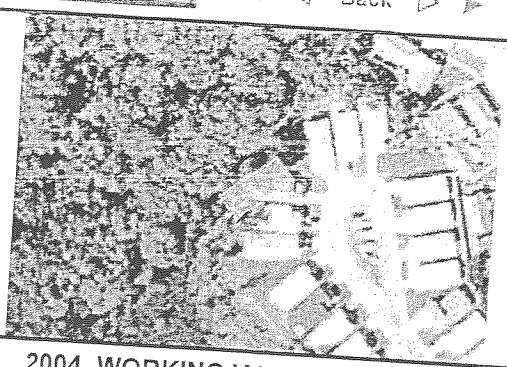
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Patric and Saome LeMaire

PARCEL DETAIL

REAL ESTATE | TANGIBLE PROP | TAX ROLL | DATA SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 03-21-30-519-0000-0110 **Tax District:** W1-WINTER SPRINGS
Owner: MARTINEZ SALOME **Exemptions:**
Address: 120 SUNDANCE CT
City,State,ZipCode: WINTER SPRINGS FL 32708
Property Address: 120 SUNDANCE CT WINTER SPRINGS 32708
Subdivision Name: SEASONS THE
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$88,897
Depreciated EXFT Value:	$0
Land Value (Market):	$18,000
Land Value Ag:	$0
Just/Market Value:	$106,897
Assessed Value (SOH):	$106,897
Exempt Value:	$0
Taxable Value:	$106,897

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
FINAL JUDGEMENT	10/2002	04575	0659	$100	Improved
WARRANTY DEED	10/1997	03315	1758	$80,900	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

2003 Tax Bill Amount: $1,787
2003 Taxable Value: $94,339
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	18,000.00	$18,000

LEGAL DESCRIPTION PLAT

LOT 11 SEASONS THE PB 50 PGS 24 THRU 27

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1997	6	1,241	1,629	1,241	CB/STUCCO FINISH	$88,897	$91,883
	Appendage / Sqft		SCREEN PORCH FINISHED / 108						
	Appendage / Sqft		OPEN PORCH FINISHED / 28						
	Appendage / Sqft		GARAGE FINISHED / 252						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

33/4.60

Seminole County Homeownership Assistance Program

3,025.00

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 17th day of OCTOBER 199_7 by and between Patric & Salome LeMaire, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,025.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4920 S. HWY 17-92
CASSELBERRY, FL 32707

Return to: First American Title Insurance Company
11 North Summerlin Avenue Orlando, FL 32801

RECORDED & VERIFIED
1997 OCT 22 AM 10:23
OFFICIAL RECORDS BOOK
3315 1771
SEMINOLE CO. FL

7/29/97
[illegible]

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 1 of 8
Order: r8451 Comment: jason

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS BOOK PAGE
3315 1772
SEMINOLE CO. FL

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 2 of 8
Order: r8451 Comment: jason

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three-thousand, Twenty-Five dollars and 00/100($3,025.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS BOOK 3315 PAGE 1773 SEMINOLE CO. FL

Print Name:

Print Name: Patric LeMaire

Print Name: Salome LeMaire

120 Sundance Ct.
Winter Springs, FL 32708

Print Name:

Print Name:

Print Name:

Print Name:

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 3 of 8
Order: r8451 Comment: jason

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE,

I HEREBY CERTIFY that on this 17th day of OCTOBER, 199 7 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PATRIC LeMAIRE and SALOME LeMAIRE, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires

ANY PAGE
MY COMMISSION # CC 0[illegible]
EXPIRES October 16, 2001
Bonded Thru Notary Public Underwriters

OFFICIAL RECORDS
BOOK PAGE
3315 1774
SEMINOLE CO. FL

7/[illegible]
[illegible].doc

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 4 of 8
Order: r8451 Comment: Jason

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 11, THE SEASONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 24 THROUGH 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 3315 1775 SEMINOLE CO. FL

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 5 of 8
Order: r8451 Comment: jason

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,025.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three-thousand, Twenty Five dollars & NO/100 ($3,025.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS BOOK 3315 PAGE 1771 SEMINOLE CO. FL.

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 6 of 6
Order: r8451 Comment: jason

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM, ATTN: SHARON GILS
4000 S. 1st HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS BOOK PAGE
3315 1777
SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 7 of 8
Order: r8451 Comment: jason

Each person liable hereon, whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: Amy Naus

Print Name: Patric LeMaire

Print Name: Debra J Baker

Print Name: Salome LeMaire

Print Name:

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS BOOK 3315 1778 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE///ORANGE

I HEREBY CERTIFY that on this 17th day of OCTOBER, 199 97 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PATRIC LeMAIRE and SALOME LeMAIRE, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:

AMY NAUS
MY COMMISSION # CC 626447
EXPIRES: October 10, 2001
Bonded Thru Notary Public Underwriters

Description: Seminole,FL Document-Book.Page 3315.1771 Page: 8 of 8
Order: r8451 Comment: jason

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Patrio & Saiona Lefaiva

Property Address: 120 Sundance Circle, Winter Springs, FL 32701

This Agreement is entered into this 6th day of September 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Patrio & Saiona Lefaiva

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sale price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

1997 SEP 23 AM 9:23
RECORDED & VERIFIED
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
1997 095535

OFFICIAL RECORDS
BOOK
3315 PAGE 1779
SEMINOLE CO. FL

Return to: First American Title Company
11 North Summerlin Avenue Orlando, FL 32801-2322

This instrument was prepared by
an attorney at FIRST AMERICAN TITLE INSURANCE
COMPANY, 11 N. Summerlin Ave., Orlando, Florida
32801 incident to the issuance of a title insurance
contract.

Description: Seminole,FL Document-Book.Page 3315.1779 Page: 1 of 3
Order: r8451 Comment: jason

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules)

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☑ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS BOOK 3315 1780 SEMINOLE CO. FL

scription: Seminole,FL Document-Book.Page 3315.1779 Page: 2 of 3
ter: r8451 Comment: jason

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mantzaris
Mary Mantzaris

WITNESSES AS TO HOMEBUYER(S):

Sherri Fields
Sherri Fields

M. Kelly
M. Kelly

Gary E. Kaiser
County Manager

Date: 10/9/97

HOMEBUYER

Date: 09-04-97

120 Sundance CT
Winter Springs, FL
32708

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 4th day of Sept, 1997, by Patrice Lemaire & * , who is personally known to me or who has produced FLDL as identification. * Salome C Lemaire
#L560-660-76-011 0 FLDL # 560-783-76-514-0

Kathy L Fuston

Print Name KATHY L FUSTON

Notary Public in and for the County and State Aforementioned.

My commission expires: June 18, 2000

OFFICIAL RECORDS BOOK 3315 1781 SEMINOLE CO. FL

Fn:\manual\homepage

62

Description: Seminole,FL Document-Book.Page 3315.1779 Page: 3 of 3
Order: r8451 Comment: jason

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 16, 1998, and recorded in Official Records Book 3360, Pages 0029 through and including 0033, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated January 16, 1998, and recorded in the Official Records Book 3360, Pages 0034 through and including 0036, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated December 29, 1997 recorded in Official Records Book 3360, Pages 0037 through and including 0039, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 120 Bent Oak Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

> Legal Description: LOT 29, HIDDEN LAKE PHASE III, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 44 THROUGH AND INCLUDING 47 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 11-20-30-505-0000-0290

(the "Property,") were made by **James F. Green and Michelle L. Green**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

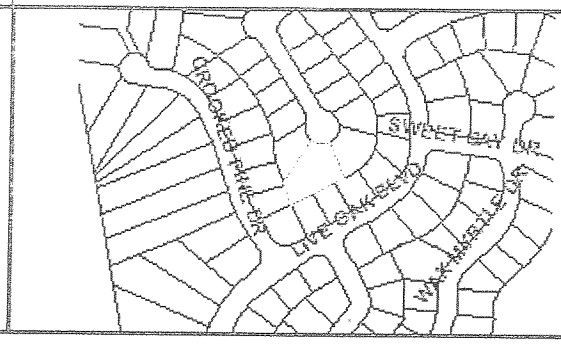
_____

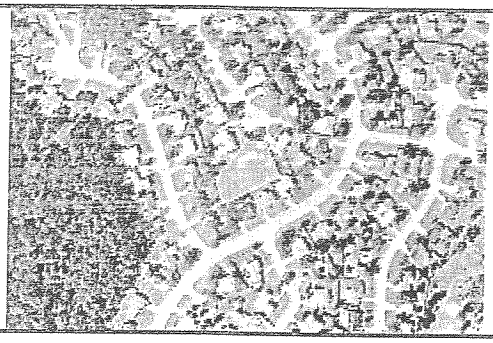
County Attorney
AS/lpk
11/9/04
Satisfaction-James and Michelle Green

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 11-20-30-505-0000-0290 **Tax District:** S1-SANFORD
Owner: GREEN JAMES F & MICHELLE **Exemptions:** 00-HOMESTEAD
Address: 120 BENT OAK CT
City,State,ZipCode: SANFORD FL 32773
Property Address: 120 BENT OAK CT SANFORD 32773
Subdivision Name: HIDDEN LAKE PH 3 UNIT 1
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$66,741
Depreciated EXFT Value:	$979
Land Value (Market):	$17,800
Land Value Ag:	$0
Just/Market Value:	$85,520
Assessed Value (SOH):	$62,748
Exempt Value:	$25,000
Taxable Value:	$37,748

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	01/1998	03360	0019	$69,000	Improved
WARRANTY DEED	03/1989	02049	1490	$59,500	Improved
WARRANTY DEED	08/1983	01485	1288	$43,700	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$994
2003 Tax Bill Amount:	$763
Savings Due To SOH:	$231
2003 Taxable Value:	$36,578

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	17,800.00	$17,800

LEGAL DESCRIPTION PLAT

LEG LOT 29 HIDDEN LAKE PH 3 UNIT 1 PB 27 PGS 44 TO 47

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1983	6	1,064	1,422	1,064	CONC BLOCK	$66,741	$72,545
	Appendage / Sqft		GARAGE FINISHED / 308						
	Appendage / Sqft		OPEN PORCH FINISHED / 50						

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CONC FL	1983	288	$979	$2,446

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
***** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Seminole County Homeownership Assistance Program

RETURN TO:
SUNBELT TITLE AGENCY
240 Crown Oak Centre Drive
Longwood, Florida 32750

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into this 16th day of January 1998 by and between James F. & Michelle L. Green, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.9073(7) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
#900 E. HWY 17-92
CASSELBERRY, FL 32707

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

SEMINOLE CO. FL
03:00 04:2
2360 0030
RECORDED & RECORD VERIFIED
JOHN E. MCSPADDEN, JR.

7/29/97

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

C.J. Stey
C.J. Steltenkamp
Print Name:

Sherry McDermott
Sherry McDermott
Print Name: James F. Green

Christopher B. Pilcher
Christopher B. Pilcher
Print Name:

James F. Green
Print Name: Michelle L. Green

Print Name:

Michelle L. Green
120 Bent Oak Ct.
Print Name: Sanford, FL 32773

Print Name:

Print Name:

OFFICIAL RECORDS BOOK
3360 0031
SEMINOLE CO. FL

7/29/97
satemtg.doc

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16th day of January, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James F. Green & Michelle and _____, who executed the foregoing instrument and who L. Green acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS BOOK 3360 0032 SEMINOLE CO. FL

C. J. STELTENKAMP
MY COMMISSION # CC 644000
EXPIRES: April 1, 2000
Bonded Thru Notary Public Underwriters

7/29/97
notmsg.doc

OFFICIAL RECORDS BOOK
3360 0033
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 29, HIDDEN LAKE PHASE III, UNIT I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 44 THROUGH 47, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Seminole County Homeownership Assistance Program

RETURN TO:
SUNBELT TITLE AGENCY
240 Crown Oak Centre Drive
Longwood, Florida 32750
2 W-10437-CD

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

OFFICIAL RECORDS BOOK
3360 0034
SEMINOLE CO. FL

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 ($3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 E. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS BOOK 0360 0035 SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS BOOK 3960 0036 SEMINOLE CO FL

Print Name:	Print Name: James P. Green
[signature]	[signature]
Print Name:d	Print Name: Michelle L. Green
[signature]	[signature]
Print Name:	Print Name:
Print Name:	Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16th day of January, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James P. Green & Michelle L. Green and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers licenses as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[signature]

Name:
Notary Public
Serial Number
Commission Expires:

7/29/97
notarmg.doc

RETURN TO:
SUNBELT TITLE AGENCY
240 Crown Oak Centre Drive
Longwood, Florida 32750
L W-10437-C

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JAMES F. AND MICHELLE L. GREEN

Property Address: 120 BENT OAK COURT, SANFORD, FL 32773

This Agreement is entered into this 29TH day of DECEMBER 19 97 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and JAMES F. & MICHELLE L. GREEN, HUSBAND AND WIFE,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS BOOK 3760 0037 SEMINOLE CO. FL

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY

152101

RECORDED & VERIFIED
1998 JAN 2 2:39

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of the liability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☑ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Debarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

BOOK 0543 PAGE 0356
HILLSBOROUGH COUNTY, FLA.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

County Manager

WITNESS:

Mary Mantzaris

Date: 1-5-98

WITNESSES AS TO HOMEBUYER(S):

Patricia M. Hardy

Elena Griffin

HOMEBUYER:

James F. Green

Michelle Green

Date: 12-29-97

Document Prepared By & Return To:

S.H.I. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-92
Casselberry, FL 32707

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 29th day of Dec, 1997, by James & Michelle Green who is personally known to me or who has produced _____ as identification.

Pamela J Waldron

Print Name Pamela J Waldron

Notary Public in and for the County and State Aforementioned.

My commission expires:

OFFICIAL NOTARY SEAL
PAMELA J WALDRON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC[illegible]
MY COMMISSION EXP. JUNE [illegible]

OFFICIAL RECORDS BOOK 3360 003 SEMINOLE CO. FL

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 1, 1996, and recorded in Official Records Book 3111, Pages 1422 through and including 1426, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated August 1, 1996, and recorded in the Official Records Book 3111, Pages 1427 through and including 1429, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated July 5, 1996, recorded in Official Records Book 3111, Pages 1419 through and including 1421, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2437 Daffadil Terrace, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description: LOT 10, PALM POINT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69 THROUGH 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-19-31-514-0000-0100

(the "Property,") were made by **Julia Long**, a married person joined by her spouse **Herman Eason, Jr.** (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Julia Long

PARCEL DETAIL | REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506

GENERAL

Parcel Id: 32-19-31-514-0000-0100 **Tax District:** 01-TX DIST 1 - COUNTY
Owner: LONG JULIA **Exemptions:** 00-HOMESTEAD
Address: 2437 DAFFODIL TER
City,State,ZipCode: SANFORD FL 32771
Property Address: 2437 DAFFADIL TER SANFORD 32771
Subdivision Name: PALM POINT
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$52,876
Depreciated EXFT Value:	$0
Land Value (Market):	$11,000
Land Value Ag:	$0
Just/Market Value:	$63,876
Assessed Value (SOH):	$63,429
Exempt Value:	$25,000
Taxable Value:	$38,429

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	08/1996	03111	1407	$70,000	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$655
2003 Tax Bill Amount:	$639
Savings Due To SOH:	$16
2003 Taxable Value:	$37,246

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	11,000.00	$11,000

LEGAL DESCRIPTION PLAT

LOT 10 PALM POINT PB 50 PGS 69 THRU 71

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1996	6	1,097	1,374	1,097	CB/STUCCO FINISH	$52,876	$54,794
	Appendage / Sqft		OPEN PORCH FINISHED / 24						
	Appendage / Sqft		GARAGE FINISHED / 253						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

BOOK 3111 PAGE 1422

SEMINOLE CO. FL

33/4.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 1st day of August 1996 by and between Julia Long, a married * and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

* person, joined by her spouse Herman Eason, Jr.

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce

[illegible] ASSOCIATES, ATTORNEYS, P.A.
235 S. MAITLAND AVE., SUITE 216
MAITLAND, FLORIDA 32751

Pg 1 of 4

(C FINANCIAL/ENTRO)

MARYANNE MORSE CLERK OF CIRCUIT COURT 83337

96 AUG -5 PM 2:55

SEMINOLE COUNTY, FL RECORDED & VERIFIED

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

BOOK 3111 PAGE 1423 SEMINOLE CO. FL

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(C FHA/VA/HUD/VA/FHA)

2/12/96

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or __x__ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR __x__ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Ten Thousand Dollars $ 00/00- dollars ($10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Berry J. Walker Jr
Print Name: BERRY J. WALKER, JR

Julia Long
Print Name: Julia Long

Connie Lee Hanson
Print Name: Connie Lee Hanson

Herman Eason JR
Print Name: HERMAN EASON, JR.
2437 Daffodil Ter.
Sanford, FL 32771

Print Name: _____

Print Name: _____

OFFICIAL RECORDS BOOK 3111 PAGE 1424 SEMINOLE CO. FL

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(C:FINANCIAL/INTRO)

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 1st day of August, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Julia Long & Herman Cason, Jr and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Connie Lee Hanson

Name:
Notary Public
Serial Number
Commission Expires:

CONNIE LEE HANSON
MY COMMISSION # CC317605 EXPIRES
October 30, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

OFFICIAL RECORDS BOOK 3111 PAGE 1425
SEMINOLE CO. FL

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(C. PARKINHURST, WITNESS)

3/12/96

4

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OFFICIAL RECORDS
BOOK 3111 PAGE 1426
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 10, PALM POINT, AS PER PLAT IN PLAT BOOK 50, PAGES 69 THROUGH 71, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 3111 PAGE 1427 SEMINOLE CO. FL

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars & 00/100 ($10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or ___X___ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) ___X___ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

OFFICIAL RECORDS BOOK 3111 PAGE 1428 SEMINOLE COUNTY

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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(C PROMISSORY LIMITED)

7.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: BERRY J. WALKER, JR

Print Name: Julia Long

Print Name: Connie Lee Hanson

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS BOOK 3111 PAGE 1429 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 1st day of August, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Julia Long and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number:
Commission Expires:

CONNIE LEE HANSON
MY COMMISSION # CC317655 EXPIRES
October 22, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

This is a certified copy

(C FINANCIAL INTRO)

Prepared By & Return to:
C. Hanson
WALKER AND ASSOCIATES,
ATTORNEYS, P.A.
235 S. MAITLAND AVE.,
SUITE 216
MAITLAND, FLORIDA 32751
76114

13/2.00

OFFICIAL RECORDS BOOK PAGE
3111 1419
SEMINOLE CO. FL

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Julia Long

Property Address: 2437 Daffodil Terrace
Sanford, Fl 32771

This Agreement is entered into this 5th day of July, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Julia Long (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $ 10,000 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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CLERK OF CIRCUIT COURT
873336

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED
96 AUG -5 PM 2:55

© Walker & Assoc.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed assuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☒ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

OFFICIAL RECORDS BOOK PAGE
3111 1420
SEMINOLE CO. FL

Certified Copy

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ten (10)____ twenty (20) or X thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

OFFICIAL RECORDS BOOK 3111 PAGE 1421 SEMINOLE CO. FL

WITNESS
Cheryl A Crandall
CHERYL A. Crandall

WITNESSES
Tammy Rickstrew
Tammy Rickstrew
Christine Y. Brooks
CHRISTINE Y. BROOKS

SEMINOLE COUNTY, FLORIDA
Ron H. Rabun
RON H. RABUN, County Manager
Date: 7/26/95

HOMEBUYER
* Julia Long
Date: 7/5/96 Julia Long

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 5th day of July, 1996, by Julia Long, who is personally known to me or who has produced FL DL as identification.

Christine Y Brooks
Print Name CHRISTINE Y. BROOKS

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA OFFICIAL NOTARY SEAL CHRISTINE Y BROOKS COMMISSION NUMBER CC339060 MY COMMISSION EXP. JAN. 2,1998

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 19, 1996, and recorded in Official Records Book 3107, Pages 0846 through and including 0848, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($2,800.00) (the "Note"), dated July 19, 1996, and recorded in the Official Records Book 3107, Pages 0849 through and including 0853, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated June 28, 1996, recorded in Official Records Book 3107, Pages 0854 through and including 0856, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 450 Iris Road, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal Description: LOT 138, QUEENS MIRROR SOUTH ADDITION TO CASSELBERRY ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 43 AND 44 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 16-21-30-5BS-0000-1380

(the "Property,") were made by **Gladys Calder and Jose A. Calder**, wife and husband, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

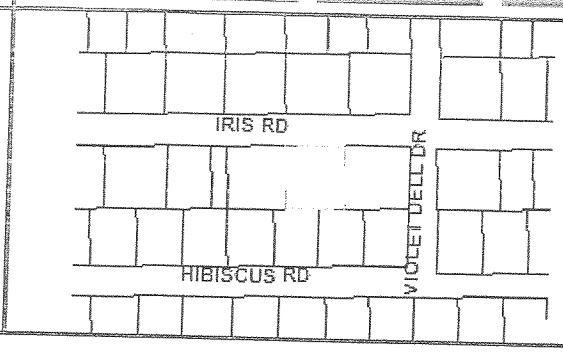
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

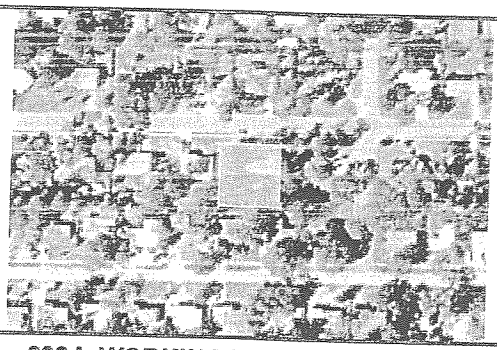
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Jose and Gladys Calder

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 16-21-30-5BS-0000-1380 **Tax District:** C1-CASSELBERRY
Owner: CALDER JOSE & GLADYS **Exemptions:** 00-HOMESTEAD
Address: 450 IRIS RD
City,State,ZipCode: CASSELBERRY FL 32707
Property Address: 450 IRIS RD CASSELBERRY 32707
Subdivision Name: QUEENS MIRROR SOUTH
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$55,516
Depreciated EXFT Value:	$0
Land Value (Market):	$14,000
Land Value Ag:	$0
Just/Market Value:	$69,516
Assessed Value (SOH):	$48,534
Exempt Value:	$25,000
Taxable Value:	$23,534

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	07/1996	03107	0837	$55,000	Improved
WARRANTY DEED	03/1994	02755	0973	$50,000	Improved
WARRANTY DEED	06/1992	02453	1654	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$623
2003 Tax Bill Amount:	$439
Savings Due To SOH:	$184
2003 Taxable Value:	$22,629

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	14,000.00	$14,000

LEGAL DESCRIPTION PLAT

LEG LOT 138 QUEENS MIRROR SOUTH PB 9 PG 44

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1957	3	950	1,386	950	CONC BLOCK	$55,516	$76,049
	Appendage / Sqft		OPEN PORCH FINISHED / 128						
	Appendage / Sqft		UTILITY UNFINISHED / 121						
	Appendage / Sqft		SCREEN PORCH UNFINISHED / 187						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
***** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

HOME PAGE | CONTACT

4576.00

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 19th day of July 1996 by and between Gladys Clader and Jose A Calder, wife & husband hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 2,800.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

OFFICIAL RECORDS BOOK 3107 PAGE 0846
SEMINOLE CO. FL.
MARYANNE MORSE CLERK OF CIRCUIT COURT
869669
SEMINOLE COUNTY, FL. RECORDED & VERIFIED
96 JUL 26 AM 9:11

Ch. Murray & Clark.

IC Professional Division

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basic authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEMINOLE CO. FLA
OFFICIAL RECORDS
BOOK PAGE
3107 0847

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of July, 1986 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gladys Calder and and Jose A. Calder, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Florida's Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Carmen I. Gonzalez-Diaz
Notary Public
Serial Number
Commission Expires:

CARMEN I. GONZALEZ-DIAZ
NOTARY PUBLIC STATE OF FLORIDA

OFFICIAL RECORDS BOOK 3107 PAGE 0848 SEMINOLE CO. FL.

This is not a certified copy

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $2,800.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida or order, the manner hereinafter specified, the sum of Twenty Eight Hundred and 00/100--- ($ 2,800.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or __x__ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) __x__ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

This Note is Certified Copy

OFFICIAL RECORDS BOOK 3107 PAGE 0849

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

BOOK 3107 PAGE 0850 SEMINOLE CO. FL.

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6 Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

This is not a certified copy

Seminole County Homeownership Assistance Program

OFFICIAL RECORDS BOOK PAGE SEMINOLE CO. FL.
3107 0851

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 138, QUEENS MIRROR SOUTH ADDITION TO CASSELBERRY, according to the map or plat thereof as recorded in plat book 9, Pages 43 and 44 of the Public records of Seminole County, Florida.

This is not a certified copy

Seminole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or ___X___ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR ___X___ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Eight Hundred and 00/100Dollars ($ 2,800.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

_____	Gladys Calder
Print Name: _____	Print Name: Gladys Calder
_____	Jose A Calder
Print Name: _____	Print Name: Jose A Calder
_____	
Print Name: _____	
_____	
Print Name: _____	

BOOK 3107 PAGE 0852 SEMINOLE CO. FL.

This is not a certified copy

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: _____ Print Name: Gladys Calder

Print Name: _____ Print Name: Jose A Calder

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of July, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gladys Calder and José A. Calder, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Florida's Drivers Lic as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Carmen I. Gonzalez-Diaz
Notary Public
Serial Number
Commission Expires

This is not a certified

OFFICIAL RECORDS BOOK PAGE
3107 0053
SEMINOLE CO. FL.

(C PROGRAM/LIMITED) 2/2/00

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

SEMINOLE CO. FL
OFFICIAL RECORDS BOOK PAGE
3107 0854

Applicant(s): Gladys & Jose A Calder

Property Address: 450 Iris Road
Casselberry, Fl 32707

This Agreement is entered into this 28th day of June, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and Gladys & Jose A Calder (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $ 2,800.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (95% when used with SHIP funds) of the median sales price of the area for the COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are as noted:

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity limited to downpayment, closing cost or interest rate buy-down assistance with a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/obtained ensuring that property was not acquired by a tenant and that the owner has been voluntarily dislocated by choice.

d) Lead paint

☑ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Debarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount. If necessary, the HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ ten (10) ____ twenty (20) or ____ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Mary Verna Montoris

WITNESSES

[signature]

[signature]

SEMINOLE COUNTY, FLORIDA

[signature]

RON H. RABUN, County Manager

Date: 7/10/96

HOMEBUYER

[signature] Gladys Calder

Date: [illegible]

X [signature]

Jose A. Calder

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 28 day of June, 1996, by Gladys Calder, who is personally known to me or who has produced Driver's License as identification.

[signature]

Print Name Salvador Nunziata, Jr.

Notary Public in and for the County and State Aforementioned.

My commission expires: April 24, 1996

OFFICIAL SEAL
Salvatore Nunziata, Jr.
Commission Expires
April 24, 1996
Comm. No. CC 292810

OFFICIAL RECORDS BOOK PAGE

3107 0856

SEMINOLE CO., FL.

Copy

Fn:\manual\homeprgm 62 5/22/95

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan from COMPLETE HOME LOANS. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.

2. I/We understand and agree that COMPLETE HOME LOANS reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.

3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from COMPLETE HOME LOANS. As part of the application process, COMPLETE HOME LOANS and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to COMPLETE HOME LOANS and to any investor to whom COMPLETE HOME LOANS may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. COMPLETE HOME LOANS or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature [signature]
Ripley Calder
SSN: [illegible] Date: 03-15-04

Co-Borrower Signature [signature]
Jose A. Calder
SSN: [illegible] Date: 03-15-04

MAILED
JUN 2 2004

[illegible]

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 8, 1996, and recorded in Official Records Book 3029, Pages 1469 through and including 1473, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated February 8, 1996, and recorded in the Official Records Book 3029, Pages 1474 through and including 1476, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 8, 1995, recorded in Official Records Book 3029, Pages 1466 through and including 1468, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 276 North Wilderness Point, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal Description: LOT 156 (LESS THE SOUTHERLY 5.5 FEET THEREOF) AND THE SOUTHERLY 16.83 FEET OF LOT 157, DEER RUN UNIT 14"B" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also described as:

THAT PART OF LOT 156 BEING NORTHEASTERLY OF A LINE 5.50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 156 AND THAT PART OF LOT 157 BEING SOUTHWESTERLY OF A LINE 16.83 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 157, ALL BEING IN DEER RUN UNIT 14 "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 14-21-30-504-0000-1560

(the "Property,") were made by **Patricia A. Sove**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

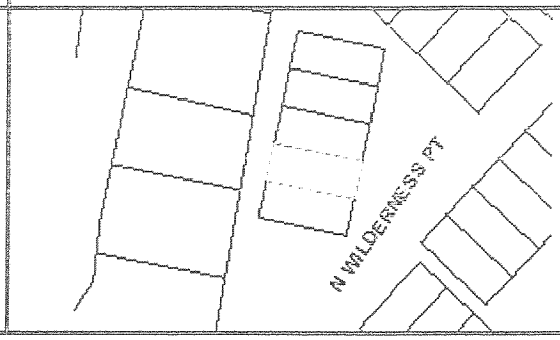
Approved as to form and
legal sufficiency.

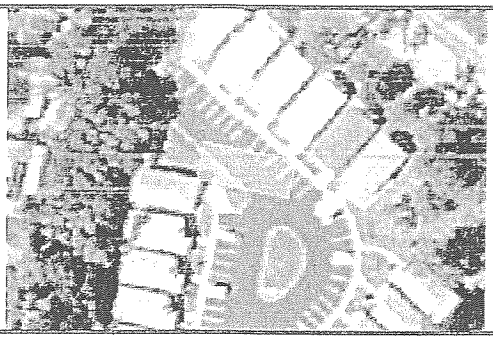
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Patricia Sove

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 14-21-30-504-0000-1560 **Tax District:** 01-TX DIST 1 - COUNTY
Owner: SOVE PATRICIA A **Exemptions:** 00-HOMESTEAD
Address: 276 N WILDERNESS PT
City,State,ZipCode: CASSELBERRY FL 32707
Property Address: 276 WILDERNESS PT N CASSELBERRY 32707
Subdivision Name: DEER RUN UNIT 14B
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$74,097
Depreciated EXFT Value:	$0
Land Value (Market):	$15,000
Land Value Ag:	$0
Just/Market Value:	$89,097
Assessed Value (SOH):	$72,192
Exempt Value:	$25,000
Taxable Value:	$47,192

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	02/1996	03029	1452	$71,900	Improved
SPECIAL WARRANTY DEED	02/1995	02883	0545	$285,000	Vacant
SPECIAL WARRANTY DEED	03/1993	02573	0355	$670,900	Vacant
SPECIAL WARRANTY DEED	01/1992	02381	1163	$975,000	Vacant
SPECIAL WARRANTY DEED	11/1987	01915	0453	$173,500	Vacant

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$1,010
2003 Tax Bill Amount:	$786
Savings Due To SOH:	$224
2003 Taxable Value:	$45,646

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	15,000.00	$15,000

LEGAL DESCRIPTION PLAT

LOT 156 (LESS SLY 5.5 FT) & SLY 16.83 FT OF LOT 157 DEER RUN UNIT 14B

PB 30 PGS 78 & 79

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1996	7	1,185	1,205	1,185	CB/STUCCO FINISH	$74,097	$76,784
	Appendage / Sqft		OPEN PORCH FINISHED / 20						

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

3314.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 8th day of February 199 6 by and between Patricia A. Sove a single person and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

OFFICIAL RECORDS BOOK 3029 PAGE 169 SEMINOLE COUNTY

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

MARYANNE MORSE CLERK OF CIRCUIT COURT 804650

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Jody Sellers
First American Title
11 W. Summerlin Avenue
Orlando, Florida 32801

SEMINOLE COUNTY, FL RECORDED & VERIFIED 96 FEB 12 AM 9:43

Return to: First American Title Insurance Company 11 North Summerlin Avenue Orlando, FL 32801

3912 48

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HERE IN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS
BOOK 3029 PAGE 1470
SEMINOLE CO. FL.

occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ____ five (5) years, ____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN ____ FIVE (5) YEARS, ____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five Hundred&0/0 dollars ($ 3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Debra J. Barker
Witness
Print Name: Debra J. Barker

Patricia A. Sove
Print Name: Patricia A. Sove

Jody Sellers
Witness
Print Name: JODY SELLERS

Print Name: ____

276 North Wilderness Point
Casselberry, Fl 32707

Print Name: ____

Print Name: ____

OFFICIAL RECORDS BOOK 3029 PAGE 47

Not a certified copy

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE

I HEREBY CERTIFY that on this 8th day of February, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Patricia A. Sove and n/a, who executed the foregoing instrument and ~~he~~ acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: JOHNDA J. SELLERS
Notary Public
Serial Number
Commission Expires:

JOHNDA J. SELLERS
MY COMMISSION EXPIRES
JUNE 29, 1999
#CC 441539
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

OFFICIAL RECORDS
BOOK 3029 PAGE 1472
ORANGE CO. FL.

Exhibit B
Not a certified copy

OFFICIAL RECORDS
BOOK 3029 PAGE 1473
SEMINOLE CO. FL.

This is a Certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOT 156 BEING NORTHEASTERLY OF A LINE 5.50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 156 AND THAT PART OF LOT 157 BEING SOUTHWESTERLY OF A LINE 16.83 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 157, ALL BEING IN DEER RUN UNIT 14 "B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

OFFICIAL RECORDS BOOK 3729 PAGE 1174 SEMINOLE COUNTY, FL.

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Hundred and 00/100 ($ 3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ five (5), _____ twenty (20) or __X__ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ five (5) _____ twenty (20) __X__ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Jody Sellers
First American Title
11 N. Summerlin Avenue
Orlando, Florida 32801

OFFICIAL RECORDS BOOK 3029 PAGE 1475 SEMINOLE CO. FL.

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

This is not a certified copy

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Witness
Print Name: Debra J. Barlow

Witness
Print Name: JODY SELLERS

Print Name:

Print Name:

Patricia A. Sove
Print Name: Patricia A. Sove

Print Name:

276 North Wilderness Point
Casselberry, Florida 32707

OFFICIAL RECORDS BOOK 3029 PAGE 1476 SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE

I HEREBY CERTIFY that on this 8th day of February, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Patricia A. Sove and n/a, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

JOHNDA J. SELLERS
MY COMMISSION EXPIRES
JUNE 29, 1999
#CC 441539
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Name: JOHNDA J. SELLERS
Notary Public
Serial Number
Commission Expires:

Certified

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

13/2.00

OFFICIAL RECORDS BOOK 3029 PAGE 1466 SEMINOLE CO. FL.

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Patricia A. Sove

Property Address: 276 North Wilderness Point

Casselberry, Fl 32707

This Agreement is entered into this 8th day of November, 19 95 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Patricia * (hereinafter "HOMEBUYER").
* A. Sove

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County * and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.
*Chamber of Commerce

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $ 3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, * has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.
*Greater Seminole County Chamber of Commerce

This instrument was prepared by [signature] an employee of First AMERICAN TITLE COMPANY 11 N. Summerlin Ave., Orlando, Florida 32801 Incident to the issuance of a title insurance contract.

Return to: First American Title Insurance Company 11 North Summerlin Avenue Orlando, FL 32801 3912 405

MARYANNE MORSE CLERK OF CIRCUIT COURT 804649

SEMINOLE COUNTY, FL RECORDS VERIFIED 96 FEB 12 AM 9:43

This is a certified copy

The HOMEBUYER sh[illegible] maintain the property, including pay[illegible]nt of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☒ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

This is not a certified copy

OFFICIAL RECORDS BOOK 3029 PAGE 1467
SEMINOLE CO. FL

Prepared by: and return to:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of X five (5), ____ twenty (20) or ____ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

OFFICIAL RECORDS BOOK 3029 PAGE 1468 SEMINOLE CO. FL.

WITNESS

SEMINOLE COUNTY, FLORIDA

RON H. RABUN, COUNTY MANAGER

Date: 11-15-95

WITNESSES

HOMEBUYER

Patricia A. Sove

Patricia A. Sove

Date: 11 8/95

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 8TH day of NOVEMBER 1995, by PATRICIA A SOVE, who is personally known to me or who has produced _____ as identification.

Print Name ELAINE L. WILKERSON
Notary Public, in and for the County and State Aforementioned.

My commission expires: ELAINE L. WILKERSON COMMISSION # CC [illegible] EXPIRES SEP 12, 1998 BONDED THRU ATLANTIC BONDING CO., INC.

Return to: & Prepared By
Elaine L. Barlow/S.H.I.P. Downpayment Asst. Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

Re: S.H.I.P./HOME Downpayment Assistance Program

Certified

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 2, 2000, and recorded in Official Records Book 3939, Pages 0562 through and including 0566, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINETEEN THOUSAND AND NO/100 DOLLARS ($19,000.00) (the "Note"), dated October 2, 2000, and recorded in the Official Records Book 3939, Pages 0567 through and including 0569, Public Records of Seminole County, Florida, which encumbered the property located at 141 E. 3rd Court, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

Legal description: LOT 14, BLOCK 23, TOWNSITE OF NORTH CHULUOTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 54 THROUGH 58 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification Number: 21-21-32-5CF-2300-0140

(the "Property,") were made by **Carolyn N. Bennett**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINETEEN THOUSAND AND NO/100 DOLLARS ($19,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 9, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

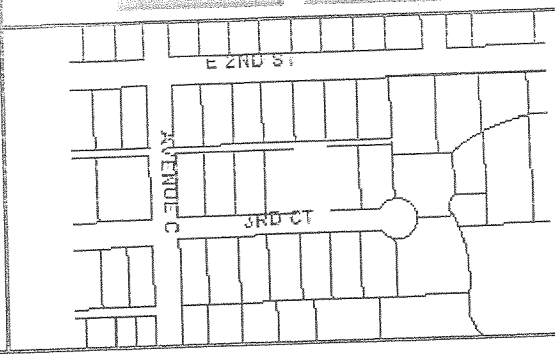
For the use and reliance
of Seminole County only.

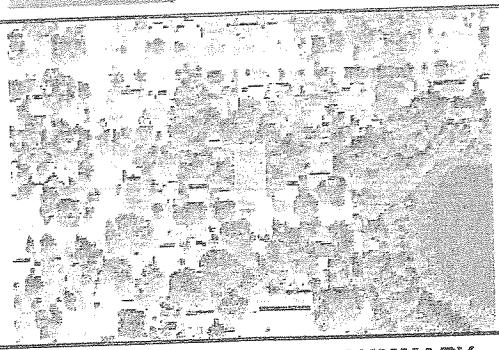
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

_____
County Attorney
AS/lpk
11/8/04
Satisfaction-Carolyn Bennett

PARCEL DETAIL





GENERAL

Parcel Id: 21-21-32-5CF-2300-0140 Tax District: 01-TX DIST 1 - COUNTY
Owner: BENNETT CAROLYN N Exemptions: 00-HOMESTEAD
Address: 141 3RD CT
City,State,ZipCode: OVIEDO FL 32766
Property Address: 141 3RD CT E OVIEDO 32765
Subdivision Name: NORTH CHULUOTA
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$40,605
Depreciated EXFT Value:	$0
Land Value (Market):	$17,381
Land Value Ag:	$0
Just/Market Value:	$57,986
Assessed Value (SOH):	$50,019
Exempt Value:	$25,000
Taxable Value:	$25,019

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	10/2000	03939	0545	$60,000	Improved
WARRANTY DEED	10/1986	01785	0106	$44,900	Improved
WARRANTY DEED	01/1982	01373	0698	$32,500	Improved
ADMINISTRATIVE DEED	07/1981	01349	0624	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$434
2003 Tax Bill Amount:	$413
Savings Due To SOH:	$21
2003 Taxable Value:	$24,086

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	75	150	.000	225.00	$17,381

LEGAL DESCRIPTION PLAT

LOT 14 BLK 23 NORTH CHULUOTA PB 2 PG 54 TO 58

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1958	3	840	1,208	840	CONC BLOCK	$40,605	$54,871

Appendage / Sqft	OPEN PORCH FINISHED / 24
Appendage / Sqft	CARPORT UNFINISHED / 200
Appendage / Sqft	UTILITY UNFINISHED / 48
Appendage / Sqft	ENCLOSED PORCH FINISHED / 96

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

LIBERTY TITLE COMPANY
PAYOFF MORTGAGE

19,000.00 94751

Sep 9,2004 TF 141 3RD COURT 19,000.00

LIBERTY TITLE COMPANY
ESCROW ACCOUNT
660 SHOREVIEW AVENUE
WINTER PARK, FLORIDA 32789
(407) 629-5533

REGIONS BANK
WINTER PARK, FLORIDA
63-1326/631

94751

September 9, 2004
TF

PAY

Nineteen Thousand dollars & no cents

**$19,000.00

TO THE ORDER OF SEMINOLE COUNTY GOVERNMENT
PAY OFF FOR CAROLYN BENNETT

File No. 20474 141 3RD COURT

TWO SIGNATURES REQUIRED

AUTHORIZED SIGNATURE

Security features are featured. Details on back.

⑈094751⑈ ⑆063113264⑆ 670221034 2⑈

MARYANNE MORSE
CLERK OF CIRCUIT COURT
603139

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

33
450

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 2nd day of OCTOBER 2000 by and between Carolyn N. Bennett, a single person, Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

SEMINOLE CO., FL
OFFICIAL RECORDS BK 3979 PAGE 0562

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($19,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

Universal Land Title

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1074
ALTAMONTE SPGS, FL 32714

SEMINOLE CO. FL

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder 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 Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

EXHIBIT COPY

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of **Nineteen Thousand Dollars and 00/100($19,000.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein 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 or assigns and excluding 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. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT	Print Name: Bennett, Carolyn N.
Print Name: JOAN NUNES	140 FIRST THIRD COURT, CHULUOTA, FL 32766
Print Name:	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

3939 0561 SEMINOLE CO., FL RECORDS PAGE

Document is NOT OFFICIAL! This Document is the property of the Seminole County Clerk of Court and is subject to the terms of use and boilerplate contained on the Clerk's website. Unofficial Document

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2nd day of OCTOBER, ~~19~~ 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CAROLYN H. KENNETT ~~and~~ A SINGLE PERSON, who executed the foregoing instrument and who acknowledge before me that ~~he/she/they~~ executed the same and are personally known to me or have produced drivers license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Mark A. Wright
MY COMMISSION # CC824531 EXPIRES
April 8, 2003

Name: MARK A. WRIGHT
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3939 0565
SEMINOLE CO., FL

This is not a certified copy

EXHIBIT "A"

Lot 14, Block 23, TOWNSITE OF NORTH CHULUOTA, according to the Plat recorded in Plat Book 2, pages 54 through 58, inclusive, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.

This is not a certified copy

OFFICIAL RECORDS
PAGE
3939 0566
SEMINOLE CO.,FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: **$19,000.00**

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of **Nineteen Thousand Dollars & 00/100 ($19,000.00).** The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Document is NOT RECORDED

3939 0567 OFFICIAL RECORDS PAGE SEMINOLE CO., FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERHSIP
ASSISTANCE PROGRAM –
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

OFFICIAL RECORDS PAGE
3939 0568
SEMINOLE CO., FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

This is not a certified copy

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS
PAGE
3939 0569
SEMINOLE CO., FL

Print Name: MARK WRIGHT	Print Name: Bennett, Carolyn N.
Print Name: JOAN NUNES	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2nd day of OCTOBER, ~~19~~ 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CAROLYN N. BENNETT, A SINGLE PERSON ~~and~~ /_____, who executed the foregoing instrument and who acknowledge before me that ~~he/she/they~~ executed the same and are personally known to me or have produced drivers license as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK A. WRIGHT
Notary Public
Serial Number
Commission Expires:

Mark A. Wright
MY COMMISSION # CC824571 EXPIRES
April 8, 2003
BONDED THRU TROY FAIN-INS., INC.

Document is NOT OFFICIAL! This Document is the property of the Seminole County Clerk of the Circuit Court and Comptroller For Information Purposes Only.

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 29, 1999, and recorded in Official Records Book 3642, Pages 1008 through and including 1012, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated April 29, 1999, and recorded in the Official Records Book 3642, Pages 1013 through and including 1015, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 24, 1999, recorded in Official Records Book 3642, Pages 1016 through and including 1018, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1087 N. Winter Park Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

> Legal Description: LOT 17, THE COLONNADES THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 04-21-30-510-0000-0170

(the "Property,") were made by **Mona Lisa Travers**, a married person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

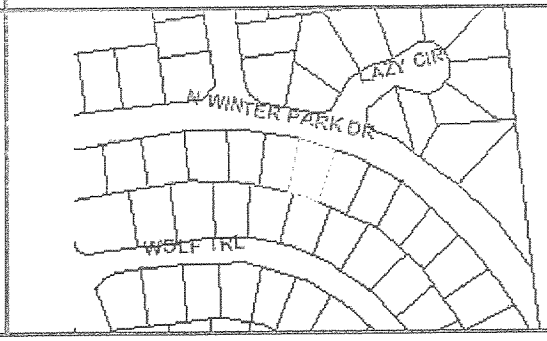
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

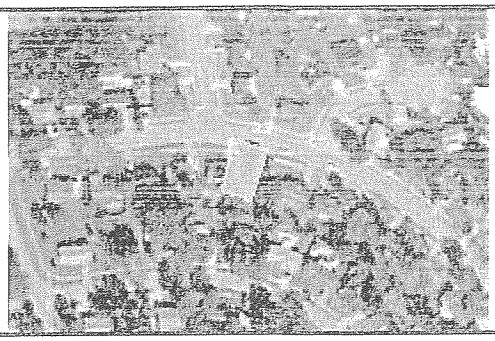
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Mona Travers

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 04-21-30-510-0000-0170 **Tax District:** C1-CASSELBERRY
Owner: TRAVERS MONA L **Exemptions:** 00-HOMESTEAD
Address: 1087 N WINTER PARK DR
City,State,ZipCode: CASSELBERRY FL 32707
Property Address: 1087 WINTER PARK DR N CASSELBERRY 32707
Subdivision Name: COLONNADES 3RD SEC
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$46,995
Depreciated EXFT Value:	$0
Land Value (Market):	$11,250
Land Value Ag:	$0
Just/Market Value:	$58,245
Assessed Value (SOH):	$51,557
Exempt Value:	$25,000
Taxable Value:	$26,557

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	04/1999	03642	0999	$67,900	Improved
SPECIAL WARRANTY DEED	01/1999	03586	1049	$43,200	Improved
SPECIAL WARRANTY DEED	05/1998	03455	0858	$100	Improved
CERTIFICATE OF TITLE	05/1998	03423	0736	$60,200	Improved
WARRANTY DEED	11/1996	03159	0361	$55,000	Improved
QUIT CLAIM DEED	01/1991	02273	1491	$100	Improved
WARRANTY DEED	11/1990	02239	0360	$50,000	Improved
WARRANTY DEED	06/1987	01861	0409	$50,000	Improved
WARRANTY DEED	08/1984	01570	0364	$49,000	Improved
SPECIAL WARRANTY DEED	04/1979	01223	1314	$100	Improved
SPECIAL WARRANTY DEED	06/1978	01173	1957	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$584
2003 Tax Bill Amount:	$496
Save Our Homes (SOH) Savings:	$88
2003 Taxable Value:	$25,596

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	11,250.00	$11,250

LEGAL DESCRIPTION PLAT

LEG LOT 17 COLONNADES 3RD SEC PB 16 PG 55

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1974	6	1,012	1,188	1,012	WD/STUCCO FINISH	$46,995	$53,709
	Appendage / Sqft		UTILITY FINISHED / 96						
	Appendage / Sqft		OPEN PORCH FINISHED / 80						

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
***** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

45
To

Seminole County Homeownership Assistance Program

Second Mortgage Deed

OFFICIAL RECORDS BOOK 3642 PAGE 1008 SEMINOLE CO. FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29TH day of APRIL, 199 9 by and between Mona Lisa Travers, a married person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

* JOINED BY CHARLES R. TRAVERS, HER HUSBAND

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

45

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

RECORDED & VERIFIED

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
[redacted]
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM – ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

RETURN TO:
Southern Title & Abstract, Inc.
[redacted]
[redacted]

99-259

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

This is not a certified copy

Should the land remain owner-occupied and not leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Charles R Travers

Print Name:

Charles R Travers
1087 N. Winter Park Drive
Casselberry, FL 32707

Print Name:

Mona Lisa Travers

Print Name: Mona Lisa Travers
1087 N. Winter Park Drive
Casselberry FL 32707

Print Name:

Print Name:

Wendy L Schwartz

WITNESS Wendy L. Schwartz

Print Name:

Print Name:

WITNESS: Mildred M. Crenshaw

Not a Certified Copy

OFFICIAL RECORDS
BOOK PAGE
3642 1011
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE

I HEREBY CERTIFY that on this 28TH day of APRIL, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MONA LISA TRAVERS, A MARRIED WOMAN and CHARLES R. TRAVERS, HUSBAND, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Wendy L Schwartz
Name:
Notary Public
Serial Number
Commission Exp

WENDY L. SCHWARTZ
MY COMMISSION # CC 795791
EXPIRES: September 18, 2002
Bonded Thru Notary Public Underwriters

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OFFICIAL RECORDS
BOOK PAGE
3642 1012
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 17, THE COLONNADES THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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OFFICIAL RECORDS
BOOK 2542 PAGE 1013

Seminole County HomeOwnership Assistance Program

SEMINOLE CO., FL

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars and 00/100 ($3,500.00).** The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Document is NOT OFFICIAL! This Document is the property of the Seminole County Clerk of Court

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
[redacted]
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

This is not a certified copy

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written Mona Lisa Travers

WITNESS: Mildred M. Crenshaw
Print Name: Mildred M. Crenshaw

WITNESS: Jennifer Tacner
Print Name: Jennifer Tacner

Print Name:

Print Name:

Print Name: Mona Lisa Travers

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS BOOK 3642 PAGE 1015 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE ORANGE

I HEREBY CERTIFY that on this 29TH day of APRIL, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MONA LISA TRAVERS and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires

WENDY L. SCHWARTZ
MY COMMISSION # CC 755781
EXPIRES: September 15, 2002
Bonded Thru Notary Public Underwriters

notarial.doc

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): MONA LISA TRAVERS & CHARLES R. TRAVERS

Property Address: 1087 NORTH WINTER PARK DRIVE
CASSELBERRY, FL 32707

This Agreement is entered into this 24TH day of FEBRUARY, 19 99 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and MONA LISA TRAVERS
736 SUMMERLIN DRIVE, WINTER SPRINGS, FL 32708 (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

SEMINOLE CO.
OFFICIAL RECORDS BOOK 3642 PAGE 1016

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☑ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS BOOK 3642 PAGE 1017 SEMINOLE CO. FL

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2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

Cindy Coto, Acting County Manager

WITNESS:

Mildred M. Crenshaw

Date: _____

WITNESSES AS TO HOMEBUYER(S):

Joyce Ward
JOYCE WARD

Sabrina R. Croxall
SABRINA R. CROXALL

HOMEBUYER

Mona Travers
MONA TRAVERS

Date: FEBRUARY 24, 1999

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24TH day of FEBRUARY, 1999, by MOAN LISA TRAVERS, who is personally known to me or who has produced DRIVERS LISCENCE as identification.

Print Name Renetta Gruber

Notary Public in and for the County and State Aforementioned.

My commission expires: Renetta Gruber

RENETTA G. GRUBER
MY COMMISSION # CC 701019
EXPIRES: August 25, 2002
Bonded Thru Notary Public Underwriters

Document Prepared By
and Return To:
[illegible]
S.N.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-92
Casselberry, FL 32707

OFFICIAL RECORDS BOOK 3542 PAGE 1018 SEMINOLE CO. FL

This is not a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 19, 1997, and recorded in Official Records Book 3345, Pages 1966 through and including 1970, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($9,850.00) (the "Note"), dated December 19, 1997, and recorded in the Official Records Book 3345, Pages 1971 through and including 1973, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 13, 1997, recorded in Official Records Book 3345, Pages 1974 through and including 1976, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 202 South Terrace Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description: LOT 2B, THE TERRACE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 75, 76, AND 77 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

And also described as: LOT 2, UNIT B, THE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 75, 76, AND 77 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 02-20-30-508-0000-02B0

(the "Property,") were made by **Margaret Y. Clarke**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

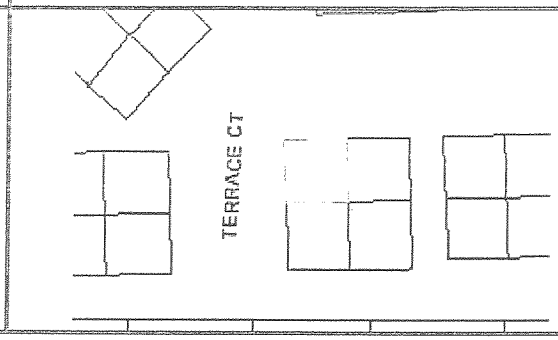
Approved as to form and
legal sufficiency.

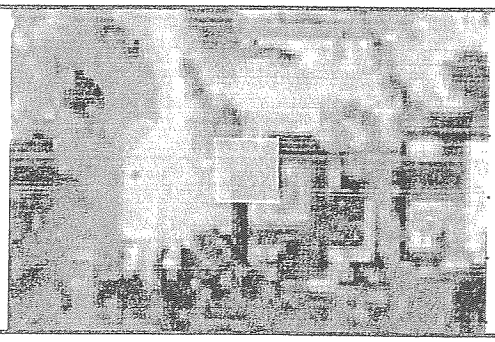
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Margaret Clarke

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 02-20-30-508-0000-02B0 Tax District: S1-SANFORD
Owner: CLARKE MARGARET Y Exemptions: 00-HOMESTEAD
Address: 202 TERRACE CT
City,State,ZipCode: SANFORD FL 32773
Property Address: 202 TERRACE CT S SANFORD 32773
Subdivision Name: TERRACE THE
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$51,327
Depreciated EXFT Value:	$638
Land Value (Market):	$10,000
Land Value Ag:	$0
Just/Market Value:	$61,965
Assessed Value (SOH):	$43,534
Exempt Value:	$25,000
Taxable Value:	$18,534

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	12/1997	03345	1954	$46,500	Improved
WARRANTY DEED	05/1981	01338	0935	$45,000	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$625
2003 Tax Bill Amount:	$370
Save Our Homes (SOH) Savings:	$255
2003 Taxable Value:	$17,722

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	10,000.00	$10,000

LEGAL DESCRIPTION PLAT

LEG LOT 2B THE TERRACE PB 24 PGS 75-77

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1981	8	790	1,619	1,580	BRICK+WOOD COMBO	$51,327	$56,403
	Appendage / Sqft		UTILITY FINISHED / 39						
	Appendage / Sqft		UPPER STORY FINISHED / 790						

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1981	1	$638	$1,500

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

KT 41950 RR/VSW RECORD AND RETURN TO:
RUSSELL HEINLE, OF KAMPF TITLE AND GUARANTY CORPORATION
200 West First Street, Sanford, Florida 32771
(407) 322-9484

Seminole County Homeownership Assistance Program

45/6.80

Second Mortgage Deed

OFFICIAL RECORDS BOOK 3345 PAGE 1966
SEMINOLE CO. FL

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL
141076

RECORDED & VERIFIED
1997 DEC 24 11:11:38

THIS SECOND MORTGAGE DEED is hereby made and entered into the 19th day of December 1997 by and between Margaret Y. Clarke, single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($9,850.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

7/29/97
mortmtg.doc

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
BOOK
PAGE
3345 1967
SEMINOLE CO. FL

EXHIBIT "B"

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Nine Thousand Eight Hundred Fifty dollars and 00/100($9,850.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS BOOK 3345 PAGE 1968 SEMINOLE CO. FL

Margaret Y Clarke

Print Name: Margaret Y. Clarke
202 Terrace Court South
Sanford, Florida 32773

RUSSELL HEINLE

Print Name:

VIVIAN S. WHEELER

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Not a certified copy

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of December, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARGARET Y. CLARKE and A SINGLE PERSON, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: RUSSELL HEINLE
Notary Public
Serial Number CC617617
Commission Expires: 05/16/2001

Russell Heinle
MY COMMISSION # CC617617 EXPIRES
May 16, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

OFFICIAL RECORDS
BOOK 3345 PAGE 1969
SEMINOLE CO. FL

This is not a certified copy

OFFICIAL RECORDS BOOK 3345 PAGE 1970 SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2, UNIT B, THE TERRACE, according to the Plat thereof as Recorded in Plat Book 24, Pages 75, 76 and 77, of the Public Records of SEMINOLE County, Florida.

THIS is not a certified copy

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

COPY

AMOUNT: $9,850.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of **Nine Thousand Eight Hundred Fifty dollars and 00/100 ($9,850.00).** The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS BOOK PAGE
3345 1971
SEMINOLE CO. FL

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COPY

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL 32707

OFFICIAL RECORDS BOOK 3345 1972 SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS BOOK 3345 1973 SEMINOLE CO. FL

Print Name:
RUSSELL HEINLE

Print Name: Margaret Y. Clarke
202 Terrace Court South
Sanford, Florida 32773

Print Name:d
VIVIAN S. WHEELER

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of December, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARGARET Y. CLARKE, A SINGLE ~~and~~ PERSON, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: RUSSELL HEINLE
Notary Public
Serial Number CC617617
Commission Expires: 05/16/2001

Russell Heinle
MY COMMISSION # CC617617 EXPIRES
May 16, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

7/29/97
heinle.doc

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): MARGARET Y. CLARKE

Property Address: 202 S. TERRACE COURT, SANFORD, FL 32773

This Agreement is entered into this 13TH day of NOVEMBER, 19 97 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and MARGARET Y. CLARKE, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $9,850.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS BOOK 3345 1974 SEMINOLE CO. FL

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The HOMEBUYER shall m[illegible]in the property, including payment of prop[illegible], taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☑ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☑ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

I. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS BOOK 3345 1975 SEMINOLE CO. FL

RECORDED

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

OFFICIAL RECORDS BOOK 3345 PAGE 1976 SEMINOLE CO. FL

WITNESS:

Mary Mantzaris

MARY MANTZARIS

WITNESSES AS TO HOMEBUYER(S):

Mary Carli

MARY CARLI

Russell Heinle

RUSSELL HEINLE

Gary E. Kaiser

Gary E. Kaiser County Manager

Date: 12/10/97

HOMEBUYER

M. Clarke

M. CLARKE

829 EAGLE CLAW COURT, LAKE MARY, FL 32746

Date: 11/13/97

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 13th day of November 1997, by Margaret Clarke, who is personally known to me or who has produced D.L. as identification.

Tracy L. Steffgen

Print Name TRACY L. Steffgen

TRACY L. STEFFGEN MY COMMISSION # CC 422201 EXPIRES: May 11, 1999 Bonded Thru Notary Public Underwriters

Notary Public in and for the County and State Aforementioned.

My commission expires: 5-11-99

Certified Copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated April 16, 2002, and recorded in Official Records Book 4388, Pages 1488 through and including 1490, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SIX THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 15/100 DOLLARS ($6,867.15) (the "Note"), dated April 16, 2002, and recorded in the Official Records Book 4386, Page 1491, Public Records of Seminole County, Florida, which encumbered the property located at 1218 Lincoln Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description: LOT 17 (LESS THE EAST 2 FEET THEREOF RESERVED FOR A PUBLIC WALKWAY) AND ALL OF LOT 18, LINCOLN COURT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification Number: 35-19-30-504-0000-0170

(the "Property,") were made by **John T. O'Neal and Florine C. O'Neal**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the six (6) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND FOUR HUNDRED NINETY-THREE AND 72/100 DOLLARS ($5,493.72), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 14, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

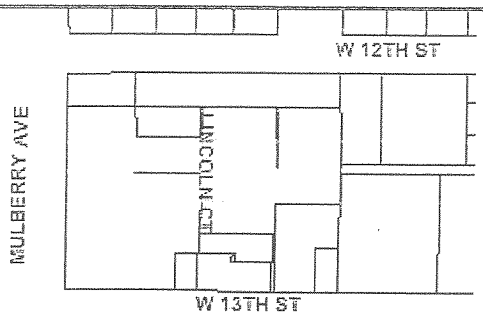
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

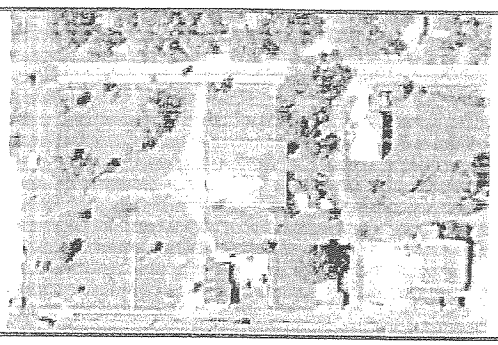
_____
County Attorney
AS/lpk
11/8/04
Satisfaction-John and Florine ONeal

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TANGIBLE | SALES SEARCH | Back

Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 35-19-30-504-0000-0170 **Tax District:** S1-SANFORD
Owner: O'NEAL JOHN T & FLORINE C **Exemptions:** 00-HOMESTEAD
Address: 1218 LINCOLN CT
City,State,ZipCode: SANFORD FL 32771
Property Address: 1218 LINCOLN CT SANFORD 32771
Subdivision Name: LINCOLN COURT
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$12,544
Depreciated EXFT Value:	$960
Land Value (Market):	$6,378
Land Value Ag:	$0
Just/Market Value:	$19,882
Assessed Value (SOH):	$8,678
Exempt Value:	$8,678
Taxable Value:	$0

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	05/1994	02768	0663	$14,000	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$0
2003 Tax Bill Amount:	$0
Savings Due To SOH:	$0
2003 Taxable Value:	$0

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	36	82	.000	110.00	$3,366
FRONT FOOT & DEPTH	37	84	.000	110.00	$3,012

LEGAL DESCRIPTION PLAT

LOT 17 (LESS E 2FT FOR WALKWAY) & ALL LOT 18 LINCOLN COURT

PB 4 PG 20

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1920	3	829	879	829	SIDING AVG	$12,544	$23,893
	Appendage / Sqft		SCREEN PORCH FINISHED / 50						

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1996	1	$960	$1,200

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Payee: Seminole County Housing Attn: Annie W. Knight, Mortgage Technical Specialist; 1101 East 1st S

Check Date: 09/14/04 Amount: $**5,493.72 Check No.: 018169 Order Number: n04-2984

Bud	Description	Total
1501	Payoff & Closure-- Good Thru 9/17/04	5,493.72

Property Address: 1218 LINCOLN CT SANFORD FL 32771

Seller: Buyer: JOHN T. O'NEAL and FLORINE C. O'NEAL

DOCUMENT PRINTED ON TECHNICAL REACTIVE PAPER WITH MICROPRINTED BORDER - SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

NETWORK CLOSING SERVICES, INC
FLORIDA ESCROW ACCOUNT
7651-A ASHLEY PARK COURT, STE. 402
ORLANDO, FLORIDA 32835

FIRST NATIONAL
BANK OF CENTRAL FLORIDA

00018169

63-1215/631

DATE
09/14/04

Re: John T. & Florine O'Neal-**FED EX STANDARD PLS**

File: n04-2984

PAY TO THE ORDER OF:

AMOUNT
$ **5,493.72

Five thousand four hundred ninety three and 72/100 Dollars

Seminole County Housing Attn: Annie W. Knight, Mortgage Technical Specialist
1101 East 1st St., Suite 3301
Sanford, FL 32771

AUTHORIZED SIGNATURE

VOID AFTER 90 DAYS

DO NOT DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. HEAT IMAGE DISAPPEARS WITH HEAT.

⑈00018169⑈ ⑆063162155⑆ 0039600226⑈

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2002865973 BK 04388 PG 1489 RECD 04/22/2002 10:46:36 AM RECD BY M Nolden
RECORDING FEES 24.00 MTG DOC TAX 24.15

SHIP Rehabilitation Mortgage

Client File Number_____

THIS Mortgage entered into this 16th day of April, 2002,
between **John T. and Florine ONeal** and , hereinafter referred to as "Owner," and Seminole County, a political subdivision of the State of Florida, hereinafter "County." 1101 E. First Street, Sanford, Florida 32771

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners for purposes of assisting said owners in the repair and rehabilitation of certain improvements (their existing housing) found upon such owned real property; said real property being located at: **1218 Lincoln Court, Sanford, Florida 32771** And said property being legally described as:
Lot 17, (Less the East 2 Feet to be reserved for a public sidewalk) Lincoln Court, according to the plat thereof as recorded in Plat Book 4, Page 20, Public Records of Seminole County, Florida, or described in
Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as specified on the Note accompanying this Mortgage so long as the Owner does not sell, convey, lease, or otherwise dispose of the rehabilitated improvements or the real property upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agree as follows:

1. A lien is hereby established in favor of the County to provide security for the amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made a part which becomes payable by the Owner, or the Owner's estate, personal representatives, heirs or devisee.

2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance

This is not a certified copy

premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.

3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.

4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.

5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the County.

6. All costs, including a reasonable attorney's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.

7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.

8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

This Document is the property of the Clerk of the Circuit Court

Louise Samson
Signature of Witness -

Louise Samson
Print name

Louise Samson
Signature of Witness -

Louise Samson
Print name

John T ONeal
Signature of Owner

John T ONeal
Print name

Florine C ONeal
Signature of Owner

Florine ONeal
Print name

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME personally appeared **John T and Florine ONeal** to me well known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that he/she/ they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this **16th** day of April, 2002

This Instrument prepared by and return to:

Meals On Wheels, Etc., Inc.
1097 Sand Pond Road, Lake Mary FL. 32746
Attn: Marci H. Carter

Marci H Carter
(Notary Signature)
Marci H. Carter
NOTARY PUBLIC
State of Florida at Large
My Commission expires 7/21/03

Seal

Marci H Carter
My Commission CC857032
Expires July 21, 2003

Document is NOT a certified copy

SHIP Deferred Payment Promissory Note

NAME: John T. and Florine ONeal CASE NO.

AMOUNT: $6867.15 DATE: April 16, 2002

ADDRESS: 1218 Lincoln Court, Sanford, Florida 32771

For VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Six Thousand Eight Hundred Sixty Seven Dollars and 15/100 dollars ($ 6867.15). Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

1. Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement....100% of the principal amount of this Note must be repaid.
2. Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
3. Voluntary divestment or coverage during the third (3rd) year from the date of execution of this Agreement....60% of the principal amount of this Note must be repaid.
4. Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement....40% of the principal amount of this Note must be repaid.
5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
6. Voluntary divestment or coverage during the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

This is not a certified copy

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which overwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party (parties) hereunto set their hand(s) and seal this day and year first above written.

ATTEST:

Louise Samson
Signature of Witness

Louise Samson
Print Name

Signature of Witness

Print Name

John T. ONeal
Signature of Owner

John T. ONeal
Print Name

Florine C. ONeal
Signature of Owner

Florine ONeal
Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME personally appeared **John T and Florine** to me well known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that he/she/they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of April 2002.

Marci H Carter
(Notary Signature)

This Instrument prepared by and return to:
Marci Carter
Meals On Wheels, Etc., Inc
1097 Sand Pond Road
Lake Mary, Florida 32746

NOTARY PUBLIC
State of Florida at Large
My Commission expires 7-21-03
Seal

Marci H Carter
My Commission CC857032
Expires July 21, 2003

This is not a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 11, 1996, and recorded in Official Records Book 3063, Pages 0022 through and including 0026, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated April 11, 1996, and recorded in the Official Records Book 3036, Pages 0027 through and including 0030, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 25, 1996, recorded in Official Records Book 3071, Pages 0425 through and including 0427, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2002 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description: LOT 1, TWENTY WEST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification No.: 36-19-30-544-0000-0010

(the "Property,") were made by **Willie Mae Joe**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

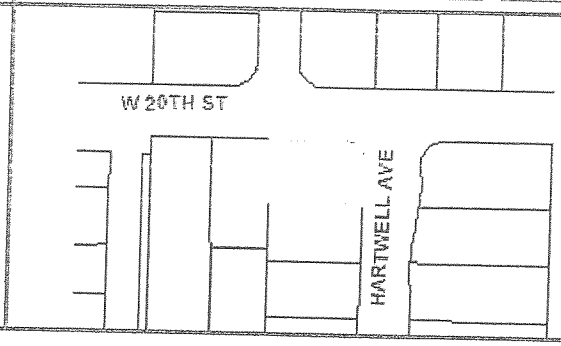
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

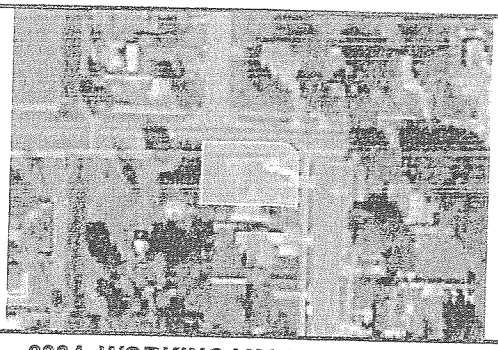
_____
County Attorney
AS/lpk
11/9/04
Satisfaction-Willie Mae Joe

PARCEL DETAIL

REAL ESTATE | TANGIBLE PROP. | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 36-19-30-544-0000-0010 **Tax District:** S1-SANFORD
Owner: JOE WILLIE M **Exemptions:** 00-HOMESTEAD
Address: 2002 HARTWELL AVE
City,State,ZipCode: SANFORD FL 32771
Property Address: 2002 HARTWELL AVE SANFORD 32771
Subdivision Name: TWENTY WEST
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$46,400
Depreciated EXFT Value:	$0
Land Value (Market):	$9,400
Land Value Ag:	$0
Just/Market Value:	$55,800
Assessed Value (SOH):	$46,558
Exempt Value:	$25,000
Taxable Value:	$21,558

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	04/1996	03063	0014	$53,800	Improved
QUIT CLAIM DEED	11/1984	01602	0601	$100	Improved
WARRANTY DEED	06/1983	01467	0869	$455,000	Improved
WARRANTY DEED	12/1979	01260	0447	$32,000	Improved
WARRANTY DEED	01/1975	01058	1777	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$579
2003 Tax Bill Amount:	$432
Save Our Homes (SOH) Savings:	$147
2003 Taxable Value:	$20,690

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	9,400.00	$9,400

LEGAL DESCRIPTION PLAT

LEG LOT 1 TWENTY WEST PB 16 PG 36

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1971	5	975	1,390	975	CONC BLOCK	$46,400	$54,428
	Appendage / Sqft		OPEN PORCH FINISHED / 140						
	Appendage / Sqft		UTILITY FINISHED / 77						
	Appendage / Sqft		BASE SEMI FINISHED / 198						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

25/3.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 11th day of April 1996 by and between Willie Mae Joe, a single person and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

Return to:
FIDELITY NATIONAL TITLE
2211 Lee Road, Suite 210
Winter Park, FL 32789

9646673 -ORL

OFFICIAL RECORDS BOOK 3063 PAGE 0022 SEMINOLE CO. FL.

MARYANNE MORSE CLERK OF CIRCUIT COURT 833295

SEMINOLE COUNTY, FL. RECORDED & VERIFIED 96 APR 23 PM 2:25

(C:FINANCIAL\INTRO) 3/12/96

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS BOOK 3063 PAGE 0023 SEMINOLE CO. FL.

This is not a certified copy

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or __X__ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____TWENTY (20) YEARS OR __X__ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five Hundred and 00/100 dollars ($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS PAGE BOOK 3063 0024 SEMINOLE CO. FL.

Print Name: LISA PORZIO FINNERTY

Print Name: Willie Mae Joe

2002 Hartnell Avenue
Sanford, FL 32771

Print Name: NANCY DONALDSON

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Certified Copy

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of April, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Willie Mae Joe and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Nancy C. Donaldson
Notary Public
Serial Number
Commission Expires:

NANCY C DONALDSON
My Commission CC467068
Expires May. 24, 1998
Bonded by HAI
800-422-1555

OFFICIAL RECORDS
BOOK 3063 PAGE 0025
SEMINOLE CO. FL.

Not a Certified Copy

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1, TWENTY WEST, according to the Plat thereof as recorded in Plat Book 16, Page 36, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3063 0026
SEMINOLE CO. FL.

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Hundred and 00/100-----($ 3,500.00) The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS BOOK 3063 PAGE 0027 SEMINOLE CO. FL.

This is not a certified copy

13200

MARYANNE MORSE
CLERK OF CIRCUIT COURT

833296

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

96 APR 23 PM 2:25

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES.

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3063 0028
SEMINOLE CO. FL.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Document is NOT OFFICIAL! This Document is the property of the Seminole County Clerk of the Circuit Court and the Comptroller Archives. Created, Printed and Published by Investment Archive

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

[signature]	Willie Mae Joe
Print Name: LISA PORZIG FINNERTY	Print Name: Willie Mae Joe
[signature]	2002 HARTWELL AVE SANFORD, FL 32771
Print Name: NANCY DONALDSON	Print Name:
Print Name:	
Print Name:	

OFFICIAL RECORDS BOOK 3063 PAGE 0029 SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of April, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Willie Mae Joe and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[signature]

Name: Nancy C. Donaldson
Notary Public
Serial Number
Commission Expires:

NANCY C DONALDSON
My Commission CC497088
Expires May. 24, 1999
Bonded by HAI
800-422-1555

This is a certified copy

(C FINANCIAL INTRO)

This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1, TWENTY WEST, according to the Plat thereof as recorded in Plat Book 16, Page 36, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK 3063 PAGE 0030
SEMINOLE CO. FL.

13/2.00

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS BOOK 3071 PAGE 0425 SEMINOLE CO. FL.

Applicant(s): Willie Mae Joe

Property Address: 2002 Hartwell Ave.

Sanford, Fl 32771

This Agreement is entered into this 25th day of March 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and Willie M Joe (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County* and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD. *Chamber of Commerce

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

MARYANNE MORSE CLERK OF CIRCUIT COURT 839592

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

SEMINOLE COUNTY, FL. RECORDED & VERIFIED 96 MAY -8 PM 3:17

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, * has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS *Greater Seminole County Chamber of Commerce

RETURN TO: 964613 [illegible] NATIONAL TITLE [illegible] Suite 610 Orlando, FL 32801

This is not a certified copy

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8 AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3 ENFORCEMENT OF THE AGREEMENT

This is not a certified copy

OFFICIAL RECORDS BOOK PAGE 0426 SEMINOLE CO. FL.

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ five (5), ____ twenty (20) or __X__ thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Francinea Newborg

WITNESSES

DEANNA MULLER

ROD J. HERDEGEN

SEMINOLE COUNTY, FLORIDA

RON H. RABUN, County Manager

Date: 4/3/96

HOMEBUYER

Willie Mae Joe

Willie Mae Joe

Date: 3-25-96

OFFICIAL RECORDS BOOK 3071 PAGE 0427 SEMINOLE CO. FLA.

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 25th day of March, 199 6, by Willie Mae Joe, who is personally known to me or who has produced [redacted] as identification.

Barbara J. Dunn

Print Name Barbara J. Dunn

Notary Public in and for the County and State Aforementioned.

BARBARA J. DUNN
My Comm Exp. 8/11/98
Bonded By Service Ins.
No. CC[redacted]

My commission expires: 8/11/98

Prepared By Elaine Barlow
Seminole County Chamber of Commerce
4590 South Hwy 17-92
Casselberry, Fl 32707
Fn:\manual\homeprgm

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated Mach 12, 1998, and recorded in Official Records Book 3387, Pages 1320 through and including 1324, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated March 12, 1998, and recorded in the Official Records Book 3387, Pages 1325 through and including 1327, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 6, 1998, recorded in Official Records Book 3387, Pages 1328 through and including 1330, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 109 Orion Way, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description: LOT 59, PLACID WOODS, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGES 23 THROUGH 29 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification No.: 02-20-30-520-0000-0590

(the "Property,") were made by **Juan Fernandez and Gloria I. Castillo, k/n/a Gloria Fernandez**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

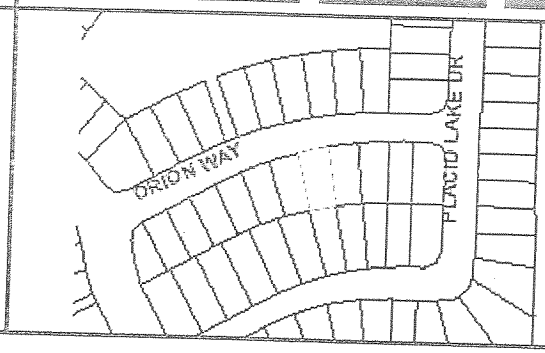
_____

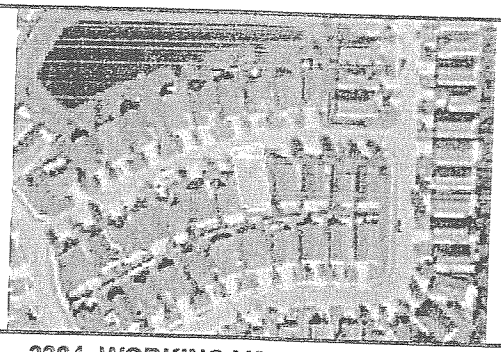
County Attorney
AS/lpk
11/8/04
Satisfaction-Fernandez and Castillo

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 02-20-30-520-0000-0590 Tax District: S1-SANFORD
Owner: FERNANDEZ JUAN & Exemptions:
Own/Addr: CASTILLO GLORIA I
Address: 109 ORION WAY
City,State,ZipCode: SANFORD FL 32773
Property Address: 109 ORION WAY SANFORD 32773
Subdivision Name: PLACID WOODS PH 1
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$81,528
Depreciated EXFT Value:	$0
Land Value (Market):	$18,000
Land Value Ag:	$0
Just/Market Value:	$99,528
Assessed Value (SOH):	$99,528
Exempt Value:	$0
Taxable Value:	$99,528

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
SPECIAL WARRANTY DEED	03/1998	03387	1308	$79,100	Improved
WARRANTY DEED	12/1997	03344	1531	$91,900	Vacant

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

2003 Tax Bill Amount:	$2,040
2003 Taxable Value:	$85,995

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	18,000.00	$18,000

LEGAL DESCRIPTION PLAT

LOT 59 PLACID WOODS PH 1 PB 51 PGS 23 THRU 29

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1998	6	1,292	1,680	1,292	CB/STUCCO FINISH	$81,528	$84,049
	Appendage / Sqft		OPEN PORCH FINISHED / 8						
	Appendage / Sqft		GARAGE FINISHED / 380						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

45/60

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12th day of March 199X by and between Juan Fernandez and Gloria Castillo, husband and wife, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.M.H.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 E. HWY 17-92
CASSELBERRY, FL. 32707

OFFICIAL RECORDS
SEMINOLE CO. FL
3367 1320

1995 MAR 16 12:34
TERRENCE & VERRIER

Description: Seminole,FL Document-Book.Page 3367.1320 Page: 1 of 11
Order: 13672 Comment:

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS
SEMINOLE CO. FL
3387 1321

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 2 of 11
Order: 13672 Comment:

Should the land remain owner-occupied and not be remed, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100($3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS BOOK 3387 1322 SEMINOLE CO. FL

Print Name:	Print Name: Juan Fernandez
SUZI OLEKA	
Print Name: Linda M Karcher	Print Name: Gloria Castillo
LINDA M. KARCHER	209 Orion Way, Sanford, Fl. 32773
Print Name:	Print Name:
Print Name:	Print Name:

7/29/97
notemtg.doc

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 3 of 11
Order: 13672 Comment:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of March, 199 8 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUAN FERNANDEZ and GLORIA I. CASTILLO, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seat in the County and State last aforesaid.

BETTY SUE OLEHA
My Commission CC561078
Expires May 05, 1999
Bonded By ANA
800-432-4254

Name: BETTY SUE OLEHA
Notary Public
Serial Number CC 461078
Commission Expires: 05/05/99

OFFICIAL RECORDS
BOOK
SEMINOLE CO. FL
3387 1329

KAMPF TITLE & GUARANTY CORP.
P.O. BOX 1059, 200 W. FIRST STREET
SANFORD, FLORIDA 32771

7/29/97
mtemtg.doc

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 4 of 11
Order: 13672 Comment:

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 59, PLACID WOODS, PHASE ONE, according to the Plat thereof as Recorded in Plat Book 51, Pages 23 through 29, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK
3387 1324
SEMINOLE CO. FL

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 5 of 11
Order: 13672 Comment:

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

(COPY)

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 ($3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

OFFICIAL RECORDS BOOK 3387 PAGE 1325 SEMINOLE CO. FL

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

7/23/97
noteimg.doc

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 6 of 11
Order: 13672 Comment:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELK
4301 E. US HWY 1
CASSELBERRY, FL. 32707

COPY

OFFICIAL RECORDS
SEMINOLE CO. FL
2007 1326

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 7 of 11
Order: 13672 Comment:

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESS
Print Name: SUZI OLEKA

Print Name: LINDA M. KARCHER

Print Name:

Print Name:

Print Name: Juan Fernandez

Print Name: Gloria Castillo

109 Orion Way, Sanford, Fl. 32773
Print Name:

Print Name:

OFFICIAL BOOK 1327 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of March, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUAN FERNANDEZ and GLORIDA Y. CASTILLO, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

BETTY SUE OLEKA
My Commission CC461078
Expires May 10, 1999
Bonded by HAI
800-422-1555

Name: BETTY SUE OLEKA
Notary Public
Serial Number CC 461078
Commission Expires: 05/08/99

COPY

KAMPF TITLE & GUARANTY CORP.
P.O. BOX 1359, 200 W. FIRST STREET
SANFORD, FLORIDA 32771

7/20/97
notamg.doc

Description: Seminole,FL Document-Book.Page 3367.1320 Page: 8 of 11
Order: 13672 Comment:

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JUAN FERNANDEZ & GLORIA CASTILLO

Property Address: 109 ORION WAY, SANFORD, FL 32773

This Agreement is entered into this 6TH day of FEBRUARY, 19 98 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and JUAN FERNANDEZ & GLORIA CASTILLO, HUSBAND AND WIFE,

(hereinafter "HOMEBUYER").

OFFICIAL BOOK 3387 1328 SEMINOLE CO. FL

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 13701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce, and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $5,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (96% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce, has reviewed the household income and property value

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 9 of 11
Order: 13672 Comment:

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☐ Applicable ☑ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☑ Not Applicable

c) Displacement, relocation and acquisition

☑ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☑ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest – no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS BOOK
3387 1329
SEMINOLE CO. FL

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 10 of 11
Order: 13672 Comment:

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER, shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS: Mary Mantzaris
MARY MANTZARIS

Gary E. Kaiser
County Manager

Yvette Hops
YVETTE HOPS

Date: 2-6-98

WITNESSES AS TO HOMEBUYER(S):

Jennifer Rogers

Jennifer Rogers

HOMEBUYER

JEAN FERNANDEZ

GLORIA I. CASTILLO

Date: 2-6-98

NOTARY AS TO HOMEBUYER(S): Document Prepared By & Return To: (AFTER RECORDING)

SEMINOLE COUNTY, FLORIDA

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

STATE OF FLORIDA)
COUNTY OF orange)

The foregoing instrument was acknowledged before me this 6 day of Feb 1998 by Juan Fernandez & Gloria I. Castillo, who is personally known to me or who has produced License as identification.

KYM MIDDLETON

Print Name Kym Middleton

Notary Public in and for the County and State Aforementioned.

Kym Middleton
My Commission #CC 4[illegible]
Expires January 20, 2001

My commission expires: 1/28/01

FA\Mtmnt\homepage

62

Description: Seminole,FL Document-Book.Page 3387.1320 Page: 11 of 11
Order: 13672 Comment:

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 5, 1994, and recorded in Official Records Book 2809, Pages 0581 through and including 0584, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00) (the "Note"), dated August 5, 1994, and recorded in the Official Records Book 2809, Pages 0585 through and including 0587, Public Records of Seminole County, Florida, which encumbered the property located at 827 Valencia Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description: LOT 45, SAN LANTA THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification Number: 31-19-31-505-0000-0450

(the "Property,") were made by **Charles J. Martin**, a single man, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

_____
County Attorney
AS/lpk
11/8/04
satisfaction-Charles Martin

PARCEL DETAIL

REAL ESTATE | TANGIBLE PROP. | TAXSOL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506

GENERAL

Parcel Id: 31-19-31-505-0000-0450 Tax District: S1-SANFORD
Owner: MARTIN CHARLES J Exemptions: 00-HOMESTEAD
Address: 827 VALENCIA ST
City,State,ZipCode: SANFORD FL 32771
Property Address: 827 VALENCIA ST SANFORD 32771
Subdivision Name: SAN LANTA 3RD SEC
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$62,655
Depreciated EXFT Value:	$0
Land Value (Market):	$11,000
Land Value Ag:	$0
Just/Market Value:	$73,655
Assessed Value (SOH):	$55,557
Exempt Value:	$25,000
Taxable Value:	$30,557

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	08/1994	02809	0574	$63,000	Improved
SPECIAL WARRANTY DEED	05/1994	02779	0673	$9,500	Vacant
QUIT CLAIM DEED	07/1992	02461	0047	$100	Vacant
WARRANTY DEED	08/1986	01765	0512	$133,200	Vacant
WARRANTY DEED	08/1986	01765	0511	$133,200	Vacant
WARRANTY DEED	07/1986	01751	1163	$28,800	Vacant
SPECIAL WARRANTY DEED	04/1985	01636	0430	$37,500	Vacant
WARRANTY DEED	02/1984	01530	1829	$220,000	Vacant

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$949
2003 Tax Bill Amount:	$626
Save Our Homes (SOH) Savings:	$323
2003 Taxable Value:	$29,521

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	11,000.00	$11,000

LEGAL DESCRIPTION PLAT

LEG LOT 45 SAN LANTA 3RD SEC PB 13 PG 75

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1994	6	1,064	1,496	1,064	CB/STUCCO FINISH	$62,655	$65,266
	Appendage / Sqft		OPEN PORCH FINISHED / 96						
	Appendage / Sqft		GARAGE FINISHED / 336						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

608363

94 AUG -8 PM 4:19

OFFICIAL RECORDS
BOOK 2809 PAGE 0581
SEMINOLE CO. FL.

PREPARED BY: CONNIE LEE HAWSON
CROWN TITLE COMPANY
501 N. WYMORE ROAD, SUITE 110
WINTER PARK, FL 32789
FILE NO. 1335-94CH
PURSUANT TO THE ISSUANCE OF A TITLE
INSURANCE POLICY

SECOND MORTGAGE DEED

THIS SECOND MORTGAGE DEED, executed the 5 day of August, 1994, A.D., by CHARLES J. MARTIN A single man hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E. First Street, Sanford, Florida 32771, hereinafter called the Mortgagee:

(whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 3,000.00) hereinafter described, the Mortgagor hereby grants, bargains, sells aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonable by required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(I)(d) FLORIDA STATUTES

Public Records
Certified Copy

OFFICIAL RECORDS
BOOK PAGE
2809 0582
SEMINOLE CO. FL

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said mortgagee the certain Second Mortgage note hereinafter substantially copied or identified, to-wit,

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment of deterioration of said land or the improvements thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented, subleased or refinanced. Should the property remain owner-occupied and not be rented, leased or subleased for a period of twenty (20) years, then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared and the entire amount shall be immediately due and payable, plus interest at the rate of three percent (3%) per annum from the date of execution herein.

OFFICIAL RECORDS
BOOK PAGE
2809 0583
SEMINOLE CO. FL.

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, Sealed and delivered in the presence of:

Connie Lee Hanson
Printed Name: CONNIE LEE HANSON

Ana Ramirez
Printed Name ANA RAMIREZ

Printed Name

Printed Name

MORTGAGOR:

Charles J. Martin
Printed Name: CHARLES J. MARTIN
827 Valencia Street
Sanford, Fl 32771

Printed Name:

STATE OF FLORIDA

COUNTY OF Orange

I hereby certify that on this 5 day of August 1994 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced their drivers license as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

CONNIE LEE HANSON
MY COMMISSION # [illegible]
[illegible]

Connie Lee Hanson
Notary Public

Notary Printed Name

My commission expires:

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
2809 0584
SEMINOLE CO. FL.

EXHIBIT "A"

Lot 45, OAK LANTA, THIRD SECTION according to the plat thereof, as recorded in Plat Book 33, Page 75, Public Records of Seminole County, Florida.

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
2809 0585
SEMINOLE CO. FL.

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT $3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promise(s) to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND AND NO/100 DOLLARS ($3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. First Street, Sanford, Florida 32771, or at such place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d) FLORIDA STATUTES

This instrument was prepared by:
CONNIE LEE EAMSON
BROWN TITLE COMPANY
501 N. Wymore Rd., Ste 110
Winter Park, Fl 32789

Electronically Recorded

OFFICIAL RECORDS
BOOK PAGE
2809 0586

1. The sale of the subject home and real property within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate property taxes on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly forgiveness deduction.

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, of under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

This is not a certified copy

OFFICIAL RECORDS
BOOK PAGE
2809 0587
SEMINOLE CO. FL.

Signed, sealed and delivered in the presence of:

Printed Name: CONNIE LEE HANSON

Printed Name: ANA RAMIREZ

Printed Name

Printed Name

MORTGAGOR:

Printed Name: CHARLES J. MARTIN

Printed Name:

STATE OF FLORIDA

COUNTY OF Orange

I hereby certify that on this 5 day of August, 1994 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared CHARLES J. MARTIN A single man who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced their drivers license as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

CONNIE LEE HANSON
MY COMMISSION # CC317000 EXPIRES
October 30, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public

Notary Printed Name

My commission expires:

This is not a certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 21, 1996, and recorded in Official Records Book 3163, Pages 0438 through and including 0442, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated November 21, 1996, and recorded in the Official Records Book 3163, Pages 0443 through and including 0445, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 27, 1996, recorded in Official Records Book 3163, Pages 0446 through and including 0448, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 209 Collins Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description: LOT 6, BLOCK F, SUNLAND ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 16 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA

Parcel Identification No.: 14-20-30-501-0F00-0060

(the "Property,") were made by **Charles E. Burger, Jr. and Melissa Burger** (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

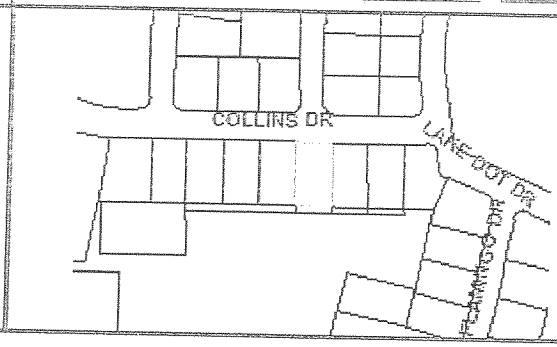
Approved as to form and
legal sufficiency.

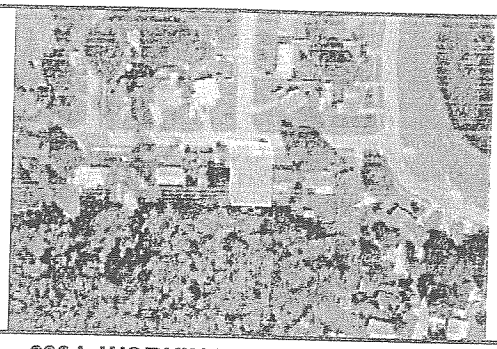
_____
County Attorney
AS/lpk
11/8/04
Satisfaction-Charles and Melissa Burger

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 14-20-30-501-0F00-0060 Tax District: 01-TX DIST 1 - COUNTY
Owner: BURGER CHARLES E JR Exemptions: 00-HOMESTEAD
Address: 209 COLLINS DR
City,State,ZipCode: SANFORD FL 32773
Property Address: 209 COLLINS DR SANFORD 32771
Subdivision Name: SUNLAND ESTATES
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$59,620
Depreciated EXFT Value:	$0
Land Value (Market):	$14,000
Land Value Ag:	$0
Just/Market Value:	$73,620
Assessed Value (SOH):	$53,007
Exempt Value:	$25,000
Taxable Value:	$28,007

2004 Notice of Proposed Property Tax

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	11/1996	03163	0427	$59,900	Improved
SPECIAL WARRANTY DEED	10/1996	03143	0725	$31,000	Improved
CERTIFICATE OF TITLE	06/1996	03092	0219	$100	Improved
WARRANTY DEED	05/1994	02837	0011	$47,600	Improved
WARRANTY DEED	01/1974	01011	1112	$19,000	Improved
WARRANTY DEED	01/1967	00614	0232	$10,200	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$630
2003 Tax Bill Amount:	$473
Save Our Homes (SOH) Savings:	$157
2003 Taxable Value:	$27,019

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	14,000.00	$14,000

LEGAL DESCRIPTION PLAT

LEG LOT 6 BLK F SUNLAND ESTATES PB 11 PG 20

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1958	3	960	1,638	960	CONC BLOCK	$59,620	$80,568
	Appendage / Sqft		SCREEN PORCH UNFINISHED / 140						
	Appendage / Sqft		ENCLOSED PORCH UNFINISHED / 160						
	Appendage / Sqft		UTILITY UNFINISHED / 64						
	Appendage / Sqft		ENCLOSED PORCH FINISHED / 264						
	Appendage / Sqft		OPEN PORCH FINISHED / 30						

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED
96 NOV 26 A 10: 20

916000

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 4 day of November 1996 by and between Charles E. Burger, Jr. and Melissa Burger hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

OFFICIAL RECORDS BOOK 3163 PG 1438 SEMINOLE CO. FL

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES.

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4894 South Highway 17-92
Casselberry, FL 32707

15 45

(3 PAGES)

OFFICIAL RECORDS
BOOK
3163 0439
SEMINOLE CO. FL

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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BOOK PAGE
3163 0440
SEMINOLE CO. FL

Semiole County Homeownership Assistance Program

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or ___x___ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Semiole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR ___x___ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand five hundred dollars ($ 500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

MARITZA GUTIERREZ	SUSAN C. WEST
Print Name: Charles E. Burger Jr.	Print Name: Melissa Burger
209 Collins Drive, Sanford, Fl 32771	209 Collins Drive, Sanford, Florida 32771
Print Name: _____	Print Name: _____
Print Name: _____	
Print Name: _____	

Certified copy

OFFICIAL RECORDS
BOOK PAGE
3163 0441

Seminole County Homeownership Assistance Program SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of November, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles E. Burgess, Jr. and Melissa Burgess, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:

MARITZA C. GUTIERREZ
Notary Public, State of Florida
My Comm. Exp. July 22, 2000
Comm. No. CC 572737

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BOOK PAGE
3163 0442
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 6, BLOCK 2, SHELARD ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 16 THROUGH 22, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK
3163 0443
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred dlls ($ 3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to _____ ten(10) _____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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BOOK
3163 0444
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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BOOK
3163 0445
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Maritza Gutierrez
Print Name: Charles E. Burger, Jr.
209 Collins Drive, Sanford, Florida

Print Name:

Print Name:

Print Name:

Susan C West
Print Name: SUSAN C WEST
MELISSA BURGER
209 Collins Drive, Sanford, Florida 32771

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of November, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles E. Burger, Jr. and Melissa Burger, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

MARITZA C. GUTIERREZ
Notary Public, State of Florida
My Comm. Exp. July 28, 2000
Comm. No. CC 512737

Name:
Notary Public
Serial Number:
Commission Expires:

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(C:\PROMANUAL\NOTES)

OFFICIAL RECORDS
BOOK PAGE
3163 0446
SEMINOLE CO. FL

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): CHARLES E. BURGER, Jr. and MELISSA BURGER

Property Address: 209 Collins Drive

Sanford, Florida 32771

This Agreement is entered into this _____ day of November, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and CHARLES E. BURGER, Jr. and MELISSA BURGER (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq.), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to $3500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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OFFICIAL RECORDS
3163 0447

6 HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

a) Equal opportunity and fair housing ☒ Applicable ☐ Not Applicable (one unit)

b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☒ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☐ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

BOOK 63 PAGE 0448

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by [illegible] on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ____ ten (10), ____ twenty (20) or X thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER, Acting County Manager

Date: _____

WITNESS:

Mary Velie Montaner

Mary Velie Montaner

WITNESSES

Cheryl Mulligan

Cheryl Mulligan

HOMEBUYER

Charles E Burger Sr.

Date: 9/27/96

NOTARY AS TO HOMEBUYER(S):

STATE OF Florida)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 27th day of Sept. 1996 by Charles E Burger, who is personally known to me or who has produced Florida License as identification.

Christine Y. Brooks

Print Name Christine Y. Brooks

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

OFFICIAL NOTARY SEAL CHRISTINE Y BROOKS COMMISSION NUMBER CC[illegible] MY COMMISSION EXP. JAN. 2, 1998

Fn:\memo\homeprgm

62

3/20/96

Copy is not certified copy

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 15, 2001, and recorded in Official Records Book 4111, Pages 0545 through and including 0549, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) (the "Note"), dated June 15, 2001, and recorded in the Official Records Book 4111, Pages 0550 through and including 0553, Public Records of Seminole County, Florida, which encumbered the property located at 154 Clear Lake Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal description:

LOT 15 HIDDEN LAKE VILLAS PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 3, 4, 5 AND 6 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-5GJ-0000-0150

(the "Property,") were made by Brad McFarland and Melissa Rivera, both single, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein:

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 23, 2004 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20___.

_____
County Attorney

P:\Users\aschneider\Affordable Housing\SHIP FORMS\Satisfaction of Mtg and Agrmt- dwnpymnt assist - payment made.doc

Gulf Coast Title Closings & Escrow Services,
Inc. Central Florida Escrow Account

**** REAL ESTATE CLOSING ****

9667

Buyer/Borrower: Lugo
Seller: McFarland & Rivera
Lender: Paragon Homefunding
Property: 154 Clear Lake Circle/Sanford
Settlement Date: July 23, 2004
Disbursement Date: July 23, 2004
Check Amount: $5,000.00
Pay To: Seminole County Community Development
For:
Payoff of second Mortgage

1743088279

Closer/Responsible M. Comions

**Gulf Coast Title Closings & Escrow Services,
Inc. Central Florida Escrow Account**
(727) 784-6500
32815 US Highway 19 N.
Palm Harbor, FL 34684-3123

Peoples Bank

63-1416/631

9667

04-06136CF

Payoff of second Mortgage

--Five Thousand and 00/100 ---------- Dollars

July 23, 2004

$ *****5,000.00

VOID AFTER 90 DAYS ESCROW ACCOUNT

Seminole County Community Development
1101 East 1st Street, Ste. 3301
Sanfor, Fl 32771

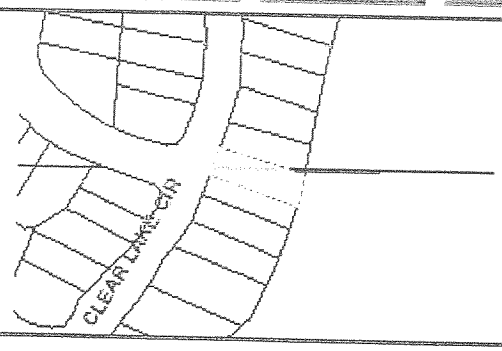
Michelle Comions
AUTHORIZED SIGNATURE

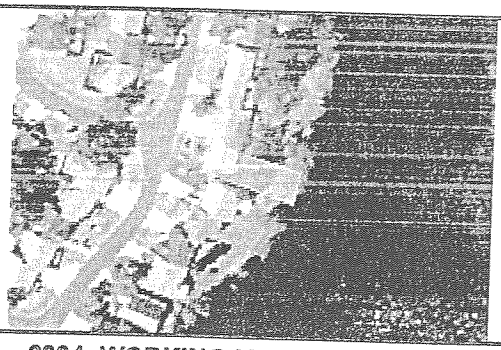
⑈9667⑈ ⑆063141661⑆ 1414503⑈

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 02-20-30-5GJ-0000-0150 **Tax District:** S1-SANFORD
Owner: MCFARLAND BRAD & **Exemptions:** 00-HOMESTEAD
Own/Addr: RIVERA MELISSA
Address: 154 CLEAR LAKE CIR
City,State,ZipCode: SANFORD FL 32773
Property Address: 154 CLEAR LAKE CIR SANFORD 32773
Subdivision Name: HIDDEN LAKE VILLAS PH 3
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$54,941
Depreciated EXFT Value:	$1,162
Land Value (Market):	$16,500
Land Value Ag:	$0
Just/Market Value:	$72,603
Assessed Value (SOH):	$64,437
Exempt Value:	$25,000
Taxable Value:	$39,437

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	06/2001	04111	0534	$79,000	Improved
WARRANTY DEED	12/1995	03014	0001	$60,000	Improved
WARRANTY DEED	02/1987	01820	0608	$53,500	Improved
WARRANTY DEED	03/1985	01625	0689	$64,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$798
2003 Tax Bill Amount:	$798
Savings Due To SOH:	$0
2003 Taxable Value:	$38,236

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	16,500.00	$16,500

LEGAL DESCRIPTION PLAT

LEG LOT 15 HIDDEN LAKE VILLAS PH 3 PB 28 PGS 3 TO 6

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1985	6	1,020	1,333	1,020	CB/STUCCO FINISH	$54,941	$59,076

Appendage / Sqft GARAGE FINISHED / 297
Appendage / Sqft OPEN PORCH FINISHED / 16

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1985	1	$788	$1,500
ALUM SCREEN PORCH W/CONC FL	1985	110	$374	$935

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

37/5.00

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 15th day of June 2001 by and between Brad McFarland & Melissa Rivera, both single . Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
250 N. WESTMONTE DR., STE#1274
ALTAMONTE SPGS, FL 32714

SEMINOLE CO. FL
0545
MARYANNE MORSE
CLERK OF CIRCUIT COURT
713419
SEMINOLE COUNTY, FL
RECORDED & VERIFIED
01 JUN 25 AM 9:55

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, If the First Mortgage holder 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 Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100($5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein 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 or assigns and excluding 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. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

BRAD McFARLAND
Print Name:

Print Name: Brad McFarland

Print Name: Judy Forst

Melissa R
Print Name: Melissa Rivera

Lynne Dudley
Print Name: Lynne Dudley

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of June, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Brad McFarland and Melissa Rivera, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

JUDY H. FORET
MY COMMISSION # CC 000001
EXPIRES: January 12, 2005
Bonded Thru Notary Public Underwriters

Name: J. Judy H Foret
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS BOOK PAGE
SEMINOLE CO. FL
0548

OFFICIAL RECORDS
BOOK PAGE
Seminole Co.,FL
4111 0519

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 13, Hidden Lake Villas Phase III, according to the plat thereof as recorded in Plat Book 28, Pages 3, 4, 5 and 6 of the Public Records of Seminole County, Florida.

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 15, 2001, and recorded in Official Records Book 4111, Pages 0545 through and including 0549, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) (the "Note"), dated June 15, 2001, and recorded in the Official Records Book 4111, Pages 0550 through and including 0553, Public Records of Seminole County, Florida, which encumbered the property located at 154 Clear Lake Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal description:

LOT 15 HIDDEN LAKE VILLAS PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 3, 4, 5 AND 6 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-5GJ-0000-0150

(the "Property,") were made by Brad McFarland and Melissa Rivera, both single, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein:

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 23, 2004 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20___.

_____
County Attorney

P:\Users\aschneider\Affordable Housing\SHIP FORMS\Satisfaction of Mtg and Agrmt- dwnpymnt assist - payment made.doc

Gulf Coast Title Closings & Escrow Services,
Inc. Central Florida Escrow Account

**** REAL ESTATE CLOSING ****

9667

Buyer/Borrower: Lugo
Seller: McFarland & Rivera
Lender: Paragon Homefunding
Property: 154 Clear Lake Circle/Sanford
Settlement Date: July 23, 2004
Disbursement Date: July 23, 2004
Check Amount: $5,000.00
Pay To: Seminole County Community Development
For:
Payoff of second Mortgage

1743088279

Closer/Responsible M. Comions

Gulf Coast Title Closings & Escrow Services,
Inc. Central Florida Escrow Account
(727) 784-6500
32815 US Highway 19 N.
Palm Harbor, FL 34684-3123

Peoples Bank

9667

63-1416/631

04-06136CF

Payoff of second Mortgage

--Five Thousand and 00/100 ---------- Dollars

July 23, 2004 $ *****5,000.00

VOID AFTER 90 DAYS ESCROW ACCOUNT

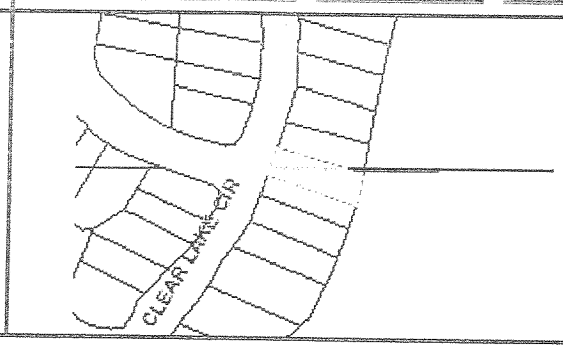
Seminole County Community Development
1101 East 1st Street, Ste. 3301
Sanfor, Fl 32771

Michelle Comions
AUTHORIZED SIGNATURE

⑈9667⑈ ⑆063141661⑆ 1414503⑈

PARCEL DETAIL

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506



GENERAL

Parcel Id: 02-20-30-5GJ-0000-0150 **Tax District:** S1-SANFORD
Owner: MCFARLAND BRAD & **Exemptions:** 00-HOMESTEAD
Own/Addr: RIVERA MELISSA
Address: 154 CLEAR LAKE CIR
City,State,ZipCode: SANFORD FL 32773
Property Address: 154 CLEAR LAKE CIR SANFORD 32773
Subdivision Name: HIDDEN LAKE VILLAS PH 3
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$54,941
Depreciated EXFT Value:	$1,162
Land Value (Market):	$16,500
Land Value Ag:	$0
Just/Market Value:	$72,603
Assessed Value (SOH):	$64,437
Exempt Value:	$25,000
Taxable Value:	$39,437

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
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WARRANTY DEED	12/1995	03014	0001	$60,000	Improved
WARRANTY DEED	02/1987	01820	0608	$53,500	Improved
WARRANTY DEED	03/1985	01625	0689	$64,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$798
2003 Tax Bill Amount:	$798
Savings Due To SOH:	$0
2003 Taxable Value:	$38,236

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	16,500.00	$16,500

LEGAL DESCRIPTION PLAT

LEG LOT 15 HIDDEN LAKE VILLAS PH 3 PB 28 PGS 3 TO 6

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1985	6	1,020	1,333	1,020	CB/STUCCO FINISH	$54,941	$59,076
	Appendage / Sqft		GARAGE FINISHED / 297						
	Appendage / Sqft		OPEN PORCH FINISHED / 16						

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1985	1	$788	$1,500
ALUM SCREEN PORCH W/CONC FL	1985	110	$374	$935

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

37/5.00

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 15th day of June 2001 by and between Brad McFarland & Melissa Rivera, both single . Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1274
ALTAMONTE SPGS, FL 32714

SEMINOLE COUNTY FL
0545
MARYANNE HORSE
CLERK OF CIRCUIT COURT
713419
SEMINOLE COUNTY, FL
RECORDED & VERIFIED
01 JUN 25 AM 9:55

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, If the First Mortgage holder 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 Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100($5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein 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 or assigns and excluding 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. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

BRAD MCFARLAND
Print Name:

Print Name: Brad McFarland

Print Name: Judy Forest

Print Name: Melissa Rivera

Lynne Dudley
Print Name: Lynne Dudley

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of June, 200 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Brad McFarland and Malissa Rivera, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

JUDY H. FORET
MY COMMISSION # CC 999081
EXPIRES: January 12, 2005
Bonded Thru Notary Public Underwriters

Name: J. Judy H Foret
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
4111 0549
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 19, Hidden Lake Villas Phase III, according to the plat thereof as recorded in Plat Book 28, Pages 3, 4, 5 and 6 of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BK PG
SEMINOLE CO.FL
4111 0553

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 15, Hidden Lake Village Phase III, according to the plat thereof as recorded in Plat Book 28, Pages 3, 4, 5 and 6 of the Public Records of Seminole County, Florida.

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 ($5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.183(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
200 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS. FL 32714

SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: [illegible] | Print Name: Brad McFarland

Print Name: [illegible] | Print Name: Melissa Rivera

Print Name: | Print Name:

Print Name: | Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of June, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Brad McFarland and Melissa Rivera, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires: