

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Satisfactions Of Second Mortgage  
**DEPARTMENT** Planning and Development **DIVISION:** Community Resources  
**AUTHORIZED BY:** Dan T. Matthys **CONTACT:** Carla Gayheart **EXT.** 7247

**Agenda Date** 01/24/2006 **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 Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-Wide

**BACKGROUND:**

The attached clients received either 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 SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$23,500.00 have been made to the Housing Trust Fund.

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.

<u>Name</u>	<u>Parcel I.D. Number</u>
Marchelle D Adkins	18-21-30-507-0000-0810
Ferman Barrett, III and Vikkie L McMillan	06-20-31-505-0E00-0100
John Couturier and Barbara Couturier	18-21-29-525-0000-3050
Merle C Kirkhuff	04-21-30-510-0000-0150
Gladys Morales	01-20-30-504-2400-0280
Freda Drzemala Patterson	20-21-30-535-0A00-2040
Phyllis A Rosa	16-21-30-5BS-0000-1610

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage.

Attachments: Satisfactions of Second Mortgage

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	
Other:	<i>[Signature]</i>
DCM:	<i>SE</i>
CM:	<i>NP</i>
File No. – cpdc02	

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 MEMORANDUM OF AGREEMENT AND  
REHABILITATION PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement ("MOA") dated October 20, 1995, and recorded in Official Records Book 2990, Page 0495, and that certain Seminole County Home Program Homeowner/Rehabilitation Assistance Agreement ("Agreement") dated October 10, 1995, recorded in Official Records Book 3086, Pages 0586 through and including 0588, Public Records of Seminole County, Florida, which provided HOME funds, through a subrecipient, in the form of a Deferred Payment Loan in the amount of SEVEN THOUSAND SEVENTY AND NO/100 DOLLARS (\$7,070.00) which encumbering the property located at 245 Leon Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOTS 81 AND 82, REPLAT OF WINWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 30 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-30-507-0000-0810

(the "Property,") were made by **Marchelle D. Adkins**, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said MOA 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 five (5) years from the date of the MOA and Agreement; and

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

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

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

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the MOA 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/13/05  
Satisfaction-Marchelle Adkins

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 20, 1999, and recorded in Official Records Book 3666, Pages 1966 through and including 1970, 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 May 20, 1999, and recorded in the Official Records Book 3666, Pages 1971 through and including 1973, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 22, 1999, recorded in Official Records Book 3666, Pages 1974 through and including 1976, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 219 Woodmere Boulevard, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 10, BLOCK E, WOODMERE PARK SECOND REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-505-0E00-0100

(the "Property,") were made by **Ferman Barrett, III**, a single person and **Vikkie L. McMillan**, a single person, (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 six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/13/05  
Satisfaction-Ferman/McMillan

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 downpayment assistance SHIP Mortgage (the "Mortgage") dated August 22, 1997 and recorded in Official Records Book 3292, Pages 0510 through and including 0514, 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 August 22, 1997 and recorded in the Official Records Book 3292, Pages 0515 through and including 0518, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated July 7, 1997, recorded in Official Records Book 3292, Pages 0519 through and including 0521, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2717 Dorado Court, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 305, BELAIRE HILLS, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 37 AND 38 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-29-525-0000-3050

(the "Property,") were made by John Couturier and Barbara Couturier, 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, the Note and Agreement; 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 THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 7, 2005, 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/15/05  
Satisfaction-Couturier

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 downpayment assistance SHIP Mortgage (the "Mortgage") dated June 30, 1999, and recorded in Official Records Book 3682, Pages 0779 through and including 0783, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$5,100.00) (the "Note"), dated June 30, 1999, and recorded in the Official Records Book 3682, Pages 0784 through and including 0786, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated June 4, 1999, recorded in Official Records Book 3682, pages 0787 through and including 0789, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1099 N. Winter Park Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 15, 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 Number: 04-21-30-510-0000-0150

(the "Property,") were made by **Merle C. Kirkhuff**, 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 his/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 his/her residence for at least six (6) years from the date of the Mortgage, Note, and

Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan 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/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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/9/05  
Satisfaction-Merle Kirkhuff

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:**

**Know All Persons By These Presents:**

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated May 24, 2002, and recorded in Official Records Book 04424, Pages 0409 through and including 0412, Public Records of Seminole County, Florida, and a SHIP Mortgage Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated May 24, 2002, and recorded in the Official Records Book 04424, Pages 0413 through and including 0415, Public Records of Seminole County, Florida, which encumbered the property located at 2513 El Portal Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 28, BLOCK 24, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 01-20-30-504-2400-0280

(the "Property,") were made by **Gladys Morales**, (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 five (5) 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 five (5) 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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 12, 2005, 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/15/05  
Satisfaction-Glayds Morales

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 13, 2001, and recorded in Official Records Book 4114, Pages 2005 through and including 2009, 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 13, 2001, and recorded in the Official Records Book 4114, Pages 2010 through and including 2012, Public Records of Seminole County, Florida, which encumbered the property located at 1000 Lake of the Woods Boulevard, #A204, Fern Park, Florida 32730, the legal description and parcel identification for which are as follows:

CONDOMINIUM UNIT NO. A-204, ASHWOOD CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 1317, PAGE 1590 AND ANY AMENDMENTS THEREOF, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE DESCRIBED UNIT; SAID INSTRUMENT BEING RECORDED AND SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 20-21-30-535-0A00-2040

(the "Property,") were made by Freda Drzemala Patterson, 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 now 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about November 30, 2005, 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/1/05  
satisfaction-Freda Patterson

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 November 30, 2000, and recorded in Official Records Book 3971, Pages 1249 through and including 1253, 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 November 30, 2000, and recorded in the Official Records Book 3971, Pages 1254 through and including 1257, Public Records of Seminole County, Florida, which encumbered the property located at 551 Iris Road, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 161, 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 Number: 16-21-30-5BS-0000-1610

(the "Property,") were made by **Phyllis A. Rosa**, 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about November 15, 2005, 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: \_\_\_\_\_  
CARLTON HENLEY, 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  
12/1/05  
satisfaction-Phyllis Rosa