

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

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

Agenda Date 01/25/2005 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. One of the four clients has tendered payment for the amounts owed. Repayments totaling \$3,998.80 have been made to the Housing Trust Fund. The remainder are being forgiven for compliance with the applicable affordability period.

Reviewed by: *[Signature]*  
Co Atty: *[Signature]*  
DFS: *[Signature]*  
Other: *[Signature]*  
DCM: *[Signature]*  
CM: *[Signature]*  
  
File No. - cpdc02

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>
1.	Raymond K. Evans	31-20-30-5AU-0000-5270
2.	William Bass & Rhonda Bass	03-21-30-518-0000-0730
3.	Wendy Quigley	14-20-30-503-0000-0290
4.	Willie B. Williams & Dorthea W. Williams	20-19-30-501-0000-3520

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 March 2, 1998, and recorded in Official Records Book 3383, Pages 0962 through and including 0966, 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 March 2, 1998, and recorded in the Official Records Book 3383, Pages 0967 through and including 0969, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 11, 1998, recorded in Official Records Book 3383, Pages 0970 through and including 0972, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 300 E. Palmetto Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

Legal Description: LOT 527, PLAN OF LONGWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 18 THROUGH 21 INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-20-30-5AU-0000-5270

(the "Property,") were made by **Raymond K. Evans**, 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 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") and SHIP 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\_\_.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
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  
12/7/04  
satisfaction-Raymond Evans

<p><b>PARCEL DETAIL</b></p>  <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-668-7506</p>	<p>REAL ESTATE    PERSONAL PROP.    TAX ROLL    SALES SEARCH</p> <p style="text-align: right;">◀ ◀ Back ▶ ▶</p>																																																																									
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 31-20-30-5AU-0000-5270    Tax District: L1-LONGWOOD                  Owner: EVANS RAYMOND K    Exemptions: 00-HOMESTEAD                  Address: 300 E PALMETTO AVE                  City,State,ZipCode: LONGWOOD FL 32750                  Property Address: 300 PALMETTO AVE LONGWOOD 32750                  Subdivision Name: LONGWOOD                  Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market                  Number of Buildings: 1                  Depreciated Bldg Value: \$58,994                  Depreciated EXFT Value: \$600                  Land Value (Market): \$9,840                  Land Value Ag: \$0                  Just/Market Value: \$69,434                  Assessed Value (SOH): \$51,387                  Exempt Value: \$25,000                  Taxable Value: \$26,387</p>																																																																								
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr><td>WARRANTY DEED</td><td>03/1998</td><td>03383</td><td>0949</td><td>\$68,500</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>09/1997</td><td>03303</td><td>0802</td><td>\$46,600</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>05/1997</td><td>03236</td><td>0817</td><td>\$100</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>05/1997</td><td>03234</td><td>1357</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>09/1995</td><td>02966</td><td>0913</td><td>\$58,500</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>01/1995</td><td>02874</td><td>0743</td><td>\$30,100</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>05/1994</td><td>02778</td><td>1132</td><td>\$20,000</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>05/1989</td><td>02071</td><td>1238</td><td>\$48,600</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>04/1985</td><td>01687</td><td>1086</td><td>\$18,700</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>01/1977</td><td>01131</td><td>1437</td><td>\$18,000</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>01/1974</td><td>01039</td><td>0554</td><td>\$1,000</td><td>Improved</td></tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1998	03383	0949	\$68,500	Improved	SPECIAL WARRANTY DEED	09/1997	03303	0802	\$46,600	Improved	SPECIAL WARRANTY DEED	05/1997	03236	0817	\$100	Improved	CERTIFICATE OF TITLE	05/1997	03234	1357	\$100	Improved	WARRANTY DEED	09/1995	02966	0913	\$58,500	Improved	SPECIAL WARRANTY DEED	01/1995	02874	0743	\$30,100	Improved	CERTIFICATE OF TITLE	05/1994	02778	1132	\$20,000	Improved	WARRANTY DEED	05/1989	02071	1238	\$48,600	Improved	WARRANTY DEED	04/1985	01687	1086	\$18,700	Improved	WARRANTY DEED	01/1977	01131	1437	\$18,000	Improved	CERTIFICATE OF TITLE	01/1974	01039	0554	\$1,000	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$860                  2004 Tax Bill Amount: \$487                  Save Our Homes (SOH) Savings: \$373                  2004 Taxable Value: \$25,429</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																																																	
1	SINGLE FAMILY	1959	3	1,083	1,119	1,083	CONC BLOCK	\$58,994	\$71,077																																																																	
			Appendage / Sqft	OPEN PORCH FINISHED / 36																																																																						
<b>EXTRA FEATURE</b>																																																																										
		Description	Year Blt	Units	EXFT Value	Est. Cost New																																																																				
		FIREPLACE	1959	1	\$600	\$1,500																																																																				
<p><b>NOTE:</b> 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.</p>																																																																										

[BACK](#)    [PROPERTY APPRAISER HOME PAGE](#)    [CONTACT](#)

4576.00

Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 2nd day of MARCH 1998 by and between Raymond K. Evans, 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 (\$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 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: AFTR RECORDING RETURN TO: S.H.L.P. HOMEOWNER ASSISTANCE PROGRAM - ATTN: SHARON SELF 4590 S. HWY 17-92 CASSELBERRY, FL 32707

1 of 5

RETURN TO:  
POHL & SHORT, P.A.  
FRANK L. POHL, ESQUIRE  
250 West Canton Ave., Suite 410  
Winter Park, Florida 32789

800-1436

7/29/97  
soemng.doc

OFFICIAL RECORDS  
BOOK 3383 PAGE 0962  
SEMINOLE COUNTY FL

MARVANNIE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL  
171078

RECORDED & VERIFIED  
1998 MAR -9 PM 8:20

89

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.

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 Two Thousand Six Hundred dollars and 00/100 (\$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 here unto signed and sealed these presents the day and year first above written.

Susan Kast  
Print Name: Susan Kast

Victoria C Rizzo  
Print Name: Victoria C Rizzo

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Raymond K. Evans  
Print Name: Raymond K. Evans

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

OFFICIAL RECORDS  
BOOK 9383 PAGE 0964  
SEMINOLE CO. FL

Certified Copy



STATE OF FLORIDA  
COUNTY OF SEMINOLE

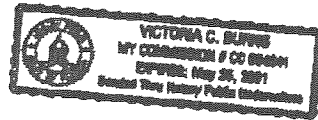
I HEREBY CERTIFY that on this 2nd day of March, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Raymond K. Evans  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Drivers license as identification and who  
did not take an oath.

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

OFFICIAL RECORDS  
BOOK  
3383  
SEM. CO. FL  
0965

Victoria C. Burns

Name:  
Notary Public  
Serial Number  
Commission Expires:



This is not a certified copy

This is not a certified copy

EXHIBIT "A"  
LEGAL DESCRIPTION

OFFICIAL RECORDS  
BOOK 3383 0966  
SEMINOLE CO. FL

LOT 527, PLAN OF LONGWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED ON PLAT BOOK 1, PAGES 18 through 21, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Seminole County Homeownership Assistance Program

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 State of Florida, or order, the manner hereinafter specified, the sum of Two Thousand Six Hundred dollars 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 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:

---

0983 0967  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK

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 420.313(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.L.P. HOMEBUYER ASSISTANCE  
PROGRAM - ATTN: SHARON SELF  
4990 S. US HWY 1  
CASSELBERRY, FL 32707

9383 0968  
OFFICIAL RECORDS  
BOOK  
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.

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, 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 9383 PAGE 0969  
SEMINOLE CO. FL

Print Name:

Victoria Carizzo

Print Name:

Susan S Kast

Print Name: Raymond K. Evans

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12 day of March, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raymond K. Evans 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 \_\_\_\_\_ as identification and who did/ did not take an oath.

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

Name:  
Notary Public  
Serial Number  
Commission Expires:



SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): RAYMOND K. EVANS  
Property Address: 300 PALMETTO AVE., LONGWOOD, FL 32750

This Agreement is entered into this 11TH 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 RAYMOND K. EVANS, 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 \$ 2,600.00 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.

2283 0970  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK

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

2383 0971  
SERIAL BOOK  
OFFICIAL RECORDS

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 borrower 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 2 ten 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 joint party beneficiary, principal or agent, limited or general partnership, joint venture or any association, or relationship involving the COUNTY.

OFFICIAL RECORDS BOOK 3383 PAGE 0972 SEMINOLE CO. FL

WITNESS:

Mary Mathias

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser  
County Manager

Date: 2/23/98

WITNESSES

Frank Jones  
John Chinn

HOMEBUYER

Raymond Evans

Date: 2/23/98

STATE OF Florida ;  
COUNTY OF Seminole ;

The foregoing instrument was acknowledged before me this 11 day of February, 1998, by Raymond Evans, who is personally known to me or who has produced D.I.C. as identification.

Document Prepared By & Return To: (AFTER RECORDING)

Lisa Newman

Print Name Lisa Newman

Notary Public in and for the County and State Aforementioned.

My commission expires: \_\_\_\_\_

S.H.P. Home Ownership Assistance Program  
c/o The Greater Seminole County  
Chamber of Commerce  
1590 South Highway 17-82  
Casselberry, FL 32707



LISA NEWMAN  
My Commission CC478288  
Expires 04/08/1999  
Issued by HAI  
800-22-1565



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 SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT  
AGREEMENT, SATISFACTION OF RELATED MEMORANDUM OF AGREEMENT AND RELEASE  
OF RESTRICTIVE COVENANTS

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Emergency Repair Housing Program Grant Agreement dated September 10, 1991, between Willie B. Williams and Dorthea W. Williams (the "Owners"), and Meals on Wheels, Etc., Inc., (the "Subrecipient") and that certain Memorandum of Agreement dated September 10, 1991, also between Willie B. Williams and Dorthea W. Williams, and Meals on Wheels, Etc., Inc., and recorded in the Official Records Book 4164, Page 1265, of the Public Records of Seminole County, Florida (hereinafter collectively referred to as the "Agreements"), both instruments having encumbered the property located at 1121 Dunbar Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEGAL DESCRIPTION:

SOUTH 5.5 FEET OF LOT 352 AND ALL OF LOTS 353, 354, 355, 356, AND 357, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

THE NORTH 14.5 FEET OF LOT 355, ALL OF LOTS 354 AND 353, AND THE SOUTH 5.5 FEET OF LOT 352, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 25-19-30-501-0000-3520

(the "Property,") were made by Willie B. Williams and Dorthea W. Williams, of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County"); and

WHEREAS, the Agreements provided for a grant in the amount of NINE THOUSAND NINE HUNDRED NINETY-SEVEN AND NO/100 DOLLARS (\$9,997.00) to rehabilitate and remodel the residence of the Owners; which amount was to be provided through the Subrecipient in consideration of the Owners' covenant to give both the Subrecipient and the County the same financial recovery and covenant enforcement powers with respect to the Property; and

WHEREAS, the Memorandum of Agreement, upon its recording, created public notice of certain restrictive covenants as to use of the Property for only low income housing, as well as placing limits on alienation, and granted to Seminole County certain interests 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 five (5) years (the "Affordability Period") from the date of the Agreements, or otherwise cease using the Property for low income housing; and

WHEREAS, the Agreements contained a provision for the release of the restrictive use covenants under certain conditions, including the sale or refinancing of the Property prior to expiration of the Affordability Period; and

WHEREAS, the Agreements provided for a declining balance formula for mandatory repayment of the loan depending upon the length of time of compliance with the Affordability Period; and

WHEREAS, the Owners have sold the Property after three (3) years and one (1) month of the total five (5) year Affordability Period; and

WHEREAS, Seminole County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any interest obtained pursuant to the Agreements except as noted above; and

WHEREAS, the County has been requested to release the Property from any and all liens, encumbrances, and restrictive use covenants within the Agreements in exchange for tendering of the amount due under the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals, including particularly the payment of THREE THOUSAND NINE HUNDRED NINETY-EIGHT and 80/100 DOLLARS (\$3,998.80), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 28, 2004, or shortly thereafter and pursuant to the terms of the Agreements, Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, their heirs, assigns, and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreements and all restrictive covenants as to use, alienation and other matters and every part thereof and Seminole County does hereby

direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

IN WITNESS WHEREOF, the parties below have caused this instrument to be executed as of the dates set forth below.

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.

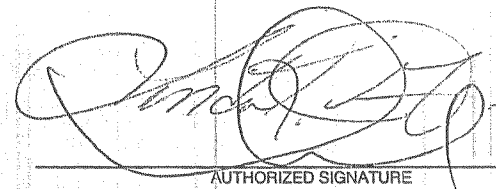
\_\_\_\_\_  
County Attorney  
AS/lpk  
12/7/04  
satisfaction-Willie and Doretha Williams

**KAMPF TITLE & GUARANTY CORPORATION**  
Payoff of First Mortgage SHIP

62308  
3,998.80


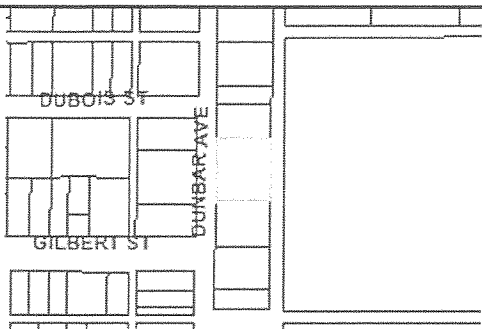

Oct 28, 2004      DMV LKG-WILLIAMS/MORGAN (S) (CBM) (DMV)

-----  
3,998.80

<b>KAMPF TITLE &amp; GUARANTY CORPORATION</b> ESCROW ACCOUNT 200 WEST FIRST STREET SANFORD, FL 32771 (407) 322-9484	COMMUNITY UNITED BANK OF FLORIDA SANFORD, FLORIDA	<b>62308</b>
PAY	63-1458/631 02	<b>October 28, 2004</b> DMV
<b>**Three Thousand Nine Hundred Ninety Eight dollars &amp; Eighty cents **</b>		
TO THE <b>SHIP</b> ORDER OF	<b>**\$3,998.80</b>	Security features are included. Details on back.
File No. 60197 LKG-WILLIAMS/MORGAN (S)(CBM)(DMV)		 AUTHORIZED SIGNATURE

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C  
1  
0  
1

⑈062308⑈ ⑆063114580⑆ 21004001⑈

<p><b>PARCEL DETAIL</b></p>  <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>	<p> <input type="button" value="REAL ESTATE"/> <input type="button" value="PERSONAL PROPERTY"/> <input type="button" value="PAYROLL"/> <input type="button" value="SALE RECORDS"/> </p> 	<p>◀ ◁ Back ▷ ▶</p> 																																																					
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 20-19-30-501-0000-3520 Tax District: 01-COUNTY-TX DIST 1                  Owner: WILLIAMS DORETHA W Exemptions: 00-HOMESTEAD                  Address: PO BOX 470345                  City,State,ZipCode: LAKE MONROE FL 32747                  Property Address: 1121 DUNBAR ST SANFORD 32771                  Subdivision Name: BOOKERTOWN                  Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market                  Number of Buildings: 1                  Depreciated Bldg Value: \$48,278                  Depreciated EXFT Value: \$612                  Land Value (Market): \$8,826                  Land Value Ag: \$0                  Just/Market Value: \$57,716                  Assessed Value (SOH): \$54,242                  Exempt Value: \$25,000                  Taxable Value: \$29,242</p>																																																					
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>PROBATE RECORDS</td> <td>06/2004</td> <td>05335</td> <td>1585</td> <td>\$100</td> <td>Vacant</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>12/1994</td> <td>02872</td> <td>0363</td> <td>\$100</td> <td>Vacant</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>12/1994</td> <td>02859</td> <td>1037</td> <td>\$4,000</td> <td>Vacant</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>11/1994</td> <td>02849</td> <td>1904</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1981</td> <td>01347</td> <td>1150</td> <td>\$30,000</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	PROBATE RECORDS	06/2004	05335	1585	\$100	Vacant	QUIT CLAIM DEED	12/1994	02872	0363	\$100	Vacant	QUIT CLAIM DEED	12/1994	02859	1037	\$4,000	Vacant	CERTIFICATE OF TITLE	11/1994	02849	1904	\$100	Improved	WARRANTY DEED	07/1981	01347	1150	\$30,000	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$436                  2004 Tax Bill Amount: \$352                  Save Our Homes (SOH) Savings: \$84                  2004 Taxable Value: \$28,231                  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																	
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<p><b>NOTE:</b> 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.</p>																																																							

MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

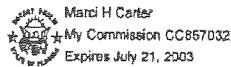
**YOU ARE NOTIFIED** of an agreement between Willie B. Williams, Sr and Doretha W. Williams as OWNER, whose mailing address is, 1121 Dunbar St, Lake Monroe, Florida 32747 Florida, and the SUBRECIPIENT, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 Sand Pond Road, Lake Mary, Florida 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/hers primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at: 1121 Dunbar Street, Lake Monroe Florida 32747 Seminole County, Florida, and is legally described as: The North 14.5 feet of Lot 355 all of lots 354 and 353 and the South 5.5 feet of Lot 352 Bookertown according to the plat thereof as recorded in Plat Book 4, Page 97 and 98 of the Public Records of Seminole County, Florida.

WITNESSES  
*Rafaela Joarcha*  
 SIGNATURE  
R A F A E L A J O A R C H A  
 PRINT NAME  
*Rafaela Joarcha*  
 SIGNATURE  
R A F A E L A J O A R C H A  
 PRINT NAME

OWNER(S)  
*Willie Williams*  
 SIGNATURE  
Willie B Williams Sr.  
 PRINT NAME  
*Doretha W. Williams*  
 SIGNATURE  
Doretha Williams  
 PRINT NAME

STATE OF Florida  
 COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 10th day of September, 2001, by Willie B. Williams Sr and Doretha W Williams, who are personally known to me or who have produced \_\_\_\_\_ as identification.



Print Name: Marci H. Carter  
 Notary Public in and for the County and State  
 Aforementioned.

My commission expires: 7.21.03

This instrument was prepared by: Marci Carter  
Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road  
Lake Mary, FL 32746

Return to:  
Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road  
Lake Mary, FL 32746

MARRYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, OFN 2001 744724 BIC 04184 PG 1 266 RECD 09/10/2001 01:25:20 PM RECD BY S Hargett

SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM  
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of September, 2001 by and between Willie B. Williams, Sr. and Dorthea W. Williams, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals On Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, Willie B. Williams Sr and Dorthea W. Williams is the OWNER in fee simple of the following described land, to wit: The North 14.5 feet of Lot 355 and all Lots 354 and 353 and the South 5.5 feet of Lot 352 Bookertown according to the Plat thereof as recorded in Plat Book 4, Page 97 and 98 of the Public Records of Seminole County, Florida.,

WHEREAS, the OWNER has applied to the SUBGRANTEE for a grant, the proceeds of which are solely to be used for the partial payment for improvements upon the above described land in accordance with the plans and specifications submitted to and approved by the Subgrantee; and

WHEREAS, the SUBGRANTEE has determined that the OWNER meets all Federal and State criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, the parties hereto agree that except as set forth herein, the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest therein; and

WHEREAS, OWNER agrees that the COUNTY shall be entitled to recover certain portions of the grant should the OWNER cease to own and occupy the aforementioned property through

transfer of title, sale, lease, or in any other manner dispose of the aforementioned property within a Five (5) year period, as applicable, from the date of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. General.**

(a) The parties hereto agree that the disbursement of the grant shall be based on the schedule attached hereto.

(b) This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialmen, contractors, craftsmen, laborers, or others for goods or services delivered by them to or upon said premises or for debts or claims accruing to the said parties against the OWNER. It is distinctly understood and agreed that no contractual relation either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supply any work, labor or materials for the job exists.

(c) Disbursements, inspections, and other services rendered by the SUBGRANTEE, its employees, agents and/or supervisors of construction shall be made and rendered solely and only for the protection and benefit of the SUBGRANTEE and neither the OWNER nor any other persons, firm or corporation shall be entitled to claim or recover any loss or damage against the SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and



abide by any contract, agreement or understanding between the OWNER or any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

(d) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(e) The following attachments are incorporated and made part of this Agreement. Specific attachments to this Agreement include:

- (A) Construction Agreement between OWNER and Contractor
- (B) General Conditions
- (C) Work Write-Up Sheet(s)
- (D) Notice of Commencement
- (E) Memorandum of Agreement

**Section 2. OWNER's Responsibility.**

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of Nine Thousand Nine Hundred Ninty Seven and no/100 Dollars (\$ 9997.00 ), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

(b) The OWNER agrees that should he or she cease to occupy, through transfer of title, sale, lease, or in any other manner divest himself or herself of an interest in the above described property within a FIVE (5) year period, as applicable, from the date first above written, Seminole County shall be entitled to receive, from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

5 - YEAR Period Elapsed Time At the end of	Amount Due To SEMINOLE COUNTY
One year	80%
Two years	60%
Three years	40%
Four years	20%
Five years	0%

(c) The OWNER shall not begin construction on the above described property for work that requires a permit until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.

(d) The OWNER covenants that all improvements made upon said property will be completed in accordance with the plans, specifications and supplements thereto within the allotted time for completion.

(e) The OWNER will collect and provide to the SUBGRANTEE all lien waivers for all work performed and materials provided by subcontractors or suppliers, respectively.

(f) The OWNER shall be responsible for giving all notices and performing all acts required to be performed by the OWNER under Chapter 713, Florida Statute, and should the SUBGRANTEE perform this act for the OWNER it shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be held responsible for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statute, shall remain with the OWNER.

(g) The OWNER shall furnish to the SUBGRANTEE, within twenty-four (24) hours (excluding weekends and legal holidays) following receipt, any copy of notices filed, posted, or served by a lienor (as defined by Ch. 713, F.S.) on the OWNER.

(h) Should the OWNER default or fail to perform in the manner described herein the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, may deem appropriate to effect completion of the property improvements.

(i) The OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien which is filed or said property described herein by any and all lienors.

### Section 3. SUBGRANTEE's Responsibilities.

(a) The SUBGRANTEE covenants that the OWNER shall not be obligated to repay to Seminole County the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.

(b) The SUBGRANTEE shall reserve the right to inspect and reject all work performed and materials used in the construction/refurbishment of said property. The SUBGRANTEE shall make inspections at any time and no payments shall be made for Work, materials, or services provided until full acceptance is made by the SUBGRANTEE.

(c) The SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings shall comply with the Contract Documents, Plans, specifications and any supplements thereof. Only new, first class material and labor which is in compliance with the specifications and furnished according to the Plans will be accepted by the SUBGRANTEE.

(d) The SUBGRANTEE shall not make disbursements of the Grant if any of the following situations are evident:

(1) The construction is not in accordance with the approved Plans and specifications.

(2) Outstanding claims of lien have been filed against the project and not fully satisfied by the OWNER at the time of the requested disbursement.

(3) Proper affidavits have not been executed and delivered as required by the SUBGRANTEE.

(4) The CONTRACTOR fails to meet any predetermined time frames for requesting of payment.

(e) The SUBGRANTEE reserves the right to withhold a retainage ten percent (10%) to assure the completion of all work by the OWNER, CONTRACTOR(s), subcontractor(s), and/or materialmen. The retainage shall not be released until the SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.

(f) The SUBGRANTEE shall assure compliance of all refurbishment efforts as dictated by the Plans, specifications and supplements mutually approved.

(g) The SUBGRANTEE shall assure that the rate of progress of the Project is sufficient to insure completion by the agreed completion date. The SUBGRANTEE shall be the final determinant as to claims or questions arising out of the measurement of the Contract completion date. Any requests for adjustments to the Contract completion shall be made in writing to the SUBGRANTEE who shall have final say as to its appropriateness.

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 3105, Pages 0628 through and including 0632, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$9,600.00) (the "Note"), dated July 19, 1996, and recorded in the Official Records Book 3105, Pages 0633 through and including 0635, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated June 3, 1996, recorded in Official Records Book 3105, Pages 0636 through and including 0638, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 479 Green Spring Circle, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

Legal Description: LOT 73 OF UNIT FOUR OF MOUNT GREENWOOD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES 70, 71, AND 72 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 03-21-30-518-0000-0730

(the "Property,") were made by **William Bass and Rhonda Bass**, 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 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") and SHIP 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: \_\_\_\_\_  
CARLTON HENLEY, Chairman


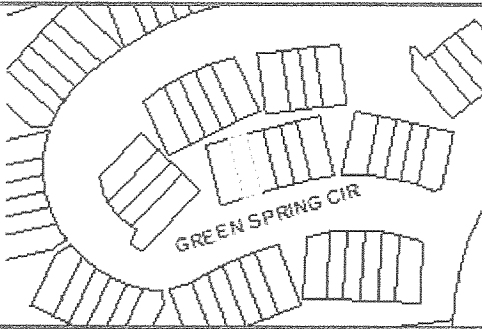
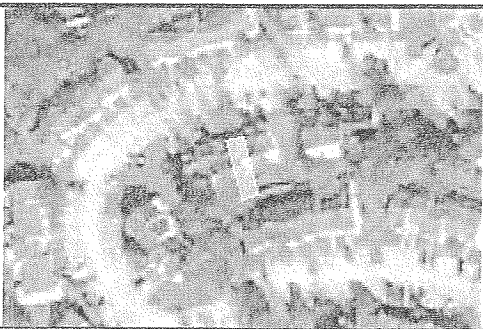
Date: \_\_\_\_\_

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  
12/7/04  
satisfaction-William and Rhonda Bass

<b>PARCEL DETAIL</b>	<a href="#">REAL ESTATE</a> <a href="#">PERSONAL PROP.</a> <a href="#">TAX ROLL</a> <a href="#">SALES SEARCH</a>	◀ Back ▶																																																		
 <p>                     Seminole County                      Property Appraiser                      Services                      1101 E. First St.                      Sanford FL 32771                      407.668.7506                 </p>																																																				
<p style="text-align: center;"><b>GENERAL</b></p> <p> <b>Parcel Id:</b> 03-21-30-518-0000-0730    <b>Tax District:</b> W1-WINTER SPRINGS  <b>Owner:</b> BASS RHONDA    <b>Exemptions:</b> 00-HOMESTEAD  <b>Address:</b> 479 GREEN SPRING CIR  <b>City,State,ZipCode:</b> WINTER SPRINGS FL 32708  <b>Property Address:</b> 479 GREEN SPRING CIR WINTER SPRINGS 32708  <b>Subdivision Name:</b> MOUNT GREENWOOD UNIT 4 OF  <b>Dor:</b> 01-SINGLE FAMILY                 </p>		<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p> <b>Value Method:</b> Market  <b>Number of Buildings:</b> 1  <b>Depreciated Bldg Value:</b> \$58,531  <b>Depreciated EXFT Value:</b> \$596  <b>Land Value (Market):</b> \$13,000  <b>Land Value Ag:</b> \$0  <b>Just/Market Value:</b> \$72,127  <b>Assessed Value (SOH):</b> \$51,157  <b>Exempt Value:</b> \$25,000  <b>Taxable Value:</b> \$26,157                 </p>																																																		
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>07/1996</td> <td>03105</td> <td>0619</td> <td>\$54,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1989</td> <td>02087</td> <td>1400</td> <td>\$54,300</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>03/1989</td> <td>02054</td> <td>0401</td> <td>\$126,000</td> <td>Vacant</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	07/1996	03105	0619	\$54,000	Improved	WARRANTY DEED	07/1989	02087	1400	\$54,300	Improved	SPECIAL WARRANTY DEED	03/1989	02054	0401	\$126,000	Vacant	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p> <b>Tax Value(without SOH):</b> \$885  <b>2004 Tax Bill Amount:</b> \$471  <b>Save Our Homes (SOH) Savings:</b> \$414  <b>2004 Taxable Value:</b> \$25,203                      DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS                 </p>																										
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<p><b>NOTE:</b> 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.</p>																																																				

33/5/1

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

868725

96 JUL 24 PM 1:32



*Seminole County Homeownership Assistance Program*

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the \_\_\_\_\_ day of July 1996, by and between Shonda Bass, joined by her husband, Bill Bass, 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 (\$ 9,000.00 ), hereinafter described, the Mortgagor hereby grants, bargains, sells, assigns, 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 to 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 Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

SEMINOLE CO. FL.

3105 0627

BOOK PAGE

SEMINOLE COUNTY, FLORIDA  
P. O. BOX 985  
MAINTLAND, FL 32850



BOOK PAGE  
3105 0629  
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 Note 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

3105 0630



Seminole County Homeownership Assistance Program SEMINOLE CO. FL

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 ~~ninety six hundred and 00/100~~ dollars (\$ 9,600.00 ) 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.

*[Signature]*

Florida Bass

Witness  
Print Name: Allen M. Michaels

Print Name: Florida Bass

*[Signature]*

William Bass

Witness: Lisa Seminara  
Print Name: \_\_\_\_\_

Print Name: William Bass

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Certified Copy

OFFICIAL RECORDS  
BOOK PAGE

3105 0631



Seminole County Homeownership Assistance Program SEMINOLE CO. FL.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of July, 1996  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Shanda Bass  
and William Bass, 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 their Florida 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.



ALLAN M. MICHAELS  
My Comm Exp. 8/27/98  
Bonded by Service Int  
No. 02388296  
Notary Public - Florida

Name: Allan M. Michaels  
Notary Public  
Serial Number  
Commission Expires:

Not a Certified Copy

OFFICIAL RECORDS  
BOOK PAGE

3105 0632

SEMINOLE CO. FL.



*Seminole County Homeownership Assistance Program*

This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 73, ~~WEST SIDE OF STREET~~ ~~SEMINOLE~~, according to the plat thereof as recorded in Plat Book 37, Pages 70-72 of the Public Records of Seminole County, Florida.

STAFF: 3105  
FALE: 0633

SEMINOLE CO. FL.



*Seminole County Homeownership Assistance Program*

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$9,600.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ninety Six Hundred and 00/100 (\$9,600.00). 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:

\_\_\_\_\_

OFFICIAL RECORDS  
BOOK PAGE

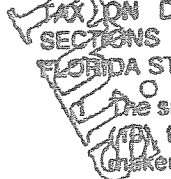
3105 0634



Seminole County Homeownership Assistance Program 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 Coord.  
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, 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.

OFFICIAL RECORDS  
BOOK PAGE

3105 0635



Seminole County Homeownership Assistance Program 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 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.

WITNESSES

Witness:  
Print Name: Allen M. Michaels

Rhonda Bass  
Print Name: Rhonda Bass  
410 Reed Road Oviedo, FL 32765

Juan Seminars  
Witness:  
Print Name: JUAN SEMINARA

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of July, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Rhonda Bass and \_\_\_\_\_ who executed the foregoing instrument and who acknowledge before me that ~~she/he~~ executed the same and are personally known to me or have produced her Florida 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.



ALLAN M. MICHAELS  
My Comm Exp. 8/27/98  
Bonded By Service Inc  
No. CC388296  
11 Broadway Plaza West. A.

Name: Allen M. Michaels  
Notary Public  
Serial Number  
Commission Expires:

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Rhonda Bass

Property Address: 479 Green Springs Circle, Winter Springs, FL 32708

This Agreement is entered into this 03 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 Rhonda Bass (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 \$ 9,600.00 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 offer 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.

MAPLE TITLE, INC. 96-17721  
P. O. BOX 8485  
MANTLAND, FL 32751

OFFICIAL RECORDS PAGE  
BOOK 3105 PAGE 063F  
SEMINOLE CO. FL.

ARRANGED FOR  
RECORD OF CIRCUIT COURT  
868726

RECORDED & VERIFIED  
96 JUL 21 PM 1:32



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/excluded 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.

3105 0637  
BOOK  
SERIALS  
SEMIOLE CO. FL.  
ORIGINAL RETURN PAGE

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 borrower 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.

WITNESS:

Mary Veru Mantaris  
Mary Veru Mantaris

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun  
RON H. RABUN, County Manager

Date: 7/14/96

3105 0638  
SEMINOLE CO. FL.  
OFFICIAL RECORDS  
BOOK PAGE

WITNESSES

James D. Monte  
James D. Monte  
Ada K. Hebert  
Ada K. Hebert

HOMEBUYER

Bhonda Bass Bhonda Bass  
410 Reed Road, Oviedo, Florida 32765

Date: 6-3-96

NOTARY AS TO HOMEBUYER(S):

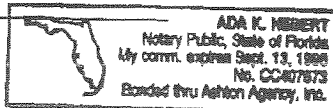
STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3rd day of June, 1996, by Bhonda Bass, who is personally known to me or who has produced dr. license as identification.

Ada K. Hebert  
Ada K. Hebert  
Print Name \_\_\_\_\_

Notary Public in and for the County and State Aforementioned.

My commission expires: \_\_\_\_\_



Original 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 January 17, 1997, and recorded in Official Records Book 3189, Pages 1213 through and including 1217, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$3,100.00) (the "Note"), dated January 17, 1997, and recorded in the Official Records Book 3189, Pages 1218 through and including 1220, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 17, 1997, recorded in Official Records Book 3189, Pages 1221 through and including 1223, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 4377 Frances Street, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description: LOT 30 AND THE SOUTH ½ OF LOT 29,  
M.M. LORD'S FIRST ADDITION TO CITRUS HEIGHTS ACCORDING  
TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 87  
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 14-20-30-503-0000-0290

(the "Property,") were made by **Wendy Quigley**, 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") and SHIP 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:

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman


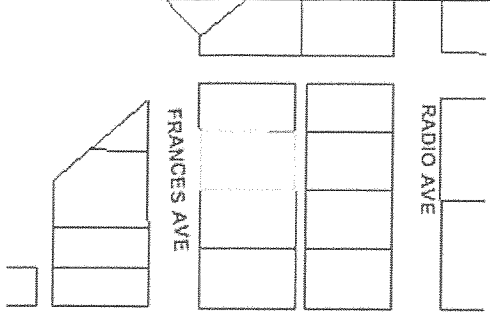

Date: \_\_\_\_\_

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  
12/7/04  
Satisfaction-Wendy Quigley

 <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>	<div style="display: flex; justify-content: space-around; font-weight: bold; font-size: small;"> <span>REAL ESTATE</span> <span>PERSONAL PROP.</span> <span>PARCELS</span> <span>SALES SEARCH</span> </div> <div style="text-align: right; margin-top: 5px;"> <span>◀ ◁ Back ▷ ▶</span> </div> 																									
<p style="text-align: center; font-weight: bold;">GENERAL</p> <p>Parcel Id: 14-20-30-503-0000-0290 Tax District: 01-COUNTY-TX DIST 1                  Owner: QUIGLEY WENDY Exemptions: 00-HOMESTEAD                  Address: PO BOX 520613                  City,State,ZipCode: LONGWOOD FL 32752                  Property Address: 4377 FRANCES ST SANFORD 33273                  Subdivision Name: LORDS 1ST ADD TO CITRUS                  Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center; font-weight: bold;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market                  Number of Buildings: 1                  Depreciated Bldg Value: \$44,421                  Depreciated EXFT Value: \$336                  Land Value (Market): \$13,395                  Land Value Ag: \$0                  Just/Market Value: \$58,152                  Assessed Value (SOH): \$49,964                  Exempt Value: \$25,000                  Taxable Value: \$24,964</p>																								
<p style="text-align: center; font-weight: bold;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>01/1997</td> <td>03189</td> <td>1206</td> <td>\$44,500</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>01/1996</td> <td>03021</td> <td>1614</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1986</td> <td>01789</td> <td>0442</td> <td>\$56,900</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center; font-size: x-small;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	01/1997	03189	1206	\$44,500	Improved	CERTIFICATE OF TITLE	01/1996	03021	1614	\$100	Improved	WARRANTY DEED	10/1986	01789	0442	\$56,900	Improved	<p style="text-align: center; font-weight: bold;">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$565                  2004 Tax Bill Amount: \$406                  Save Our Homes (SOH) Savings: \$159                  2004 Taxable Value: \$24,032                  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																					
SPECIAL WARRANTY DEED	01/1997	03189	1206	\$44,500	Improved																					
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<p style="text-align: center; font-weight: bold;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT &amp; DEPTH</td> <td>75</td> <td>127</td> <td>.000</td> <td>190.00</td> <td>\$13,395</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	75	127	.000	190.00	\$13,395	<p style="text-align: center; font-weight: bold;">LEGAL DESCRIPTION PLAT</p> <p>LEG S 1/2 OF LOT 29 &amp; ALL LOT 30 M M LORDS 1ST ADD TO CITRUS HEIGHTS                  PB 3 PG 87</p>												
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																					
FRONT FOOT & DEPTH	75	127	.000	190.00	\$13,395																					
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	1986	3	912	1,200	912	SIDING AVG	\$44,421	\$47,765																	
Appendage / Sqft		CARPORT UNFINISHED / 288																								
EXTRA FEATURE																										
Description		Year Blt	Units	EXFT Value	Est. Cost New																					
WOOD UTILITY BLDG		1994	100	\$336	\$600																					
<p><b>NOTE:</b> 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.</p>																										

BACK
PROPERTY APPRAISER HOME PAGE
CONTACT

MARY HE MORGE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

009346

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33/5  
12/5

*Seminole County Homeownership Assistance Program*



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 17th day of January, 1997 by and between WENDY O'NEILL 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 (\$ 3,100.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, promises, 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 185.185(1)(c), FLORIDA STATUTES

This instrument was prepared by:  
and return to:  
Elsaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Geeseberry, FL 32707

1-22-1997 TO: 98-79-12

DATE BETWEEN TITLE INS  
7-27-1997 TO: 98-102-1

GEESBERY, FL 32707

OFFICIAL RECORDS  
BOOK PAGE  
3189 1213  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK PAGE

3169 1214

*Seminole County Homeownership Assistance Program*

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 Note 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.

15. Printed 10/20/1999

315525

OFFICIAL RECORDS  
BOOK PAGE

3109 1215

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 one hundred dollars (\$3,100.00) 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.

Wendy Dingley  
Print Name: Wendy Dingley  
Wendy Dingley  
4377 Frances St., Sanford, FL 32773

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

James R. Schiavoni  
Print Name: James R. Schiavoni  
Cinde VanHerckel  
Witness: Cinde VanHerckel  
Print Name: Cinde VanHerckel



OFFICIAL RECORDS  
BOOK PAGE

3189 1216

SEMINOLE CO. FL



*Seminole County Homeownership Assistance Program*

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of January, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Wendy C. Outley  
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: Tamarah R. Chirland

Notary Public

Serial Number

Commission Expires.



Tamarah R. Chirland  
MY COMMISSION EXPIRES  
August 11, 2004  
NOTARY PUBLIC STATE OF FLORIDA, INC.

BOOK PAGE  
3189 1217  
SEMINOLE CO, FL

*Seminole County Homeownership Assistance Program*



EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 30 and the South 1/2 of Lot 29, H.M. LORD'S FIRST ADDITION TO CITRUS HEIGHTS, according to the Plat thereof as recorded in Plat Book J, Page 87, of the Public Records of Seminole County, Florida.

© SEMINOLE COUNTY FLORIDA

3/1/00

OFFICIAL RECORDS  
BOOK PAGE

3189 1218

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$3,100.00

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 one hundred (\$3,100.00) 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 said, 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:

\_\_\_\_\_

10/28/2004

3189

OFFICIAL RECORDS  
BOOK

3189 1219

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 Coord.  
Seminole County Chamber of Commerce  
3590 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, 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.

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3189

ORIGINAL RECORDS BOOK

3189 1220

SEMINOLE CO. FL



*Seminole County Homeownership Assistance Program*

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, 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: Wendy Outley  
4377 Francis St. Sanford, FL 32773

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of January, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Wendy Outley 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 not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.  
*Tamarah R. Crisanti*

Name: Tamarah R. Crisanti  
Notary Public  
Serial Number  
Commission Expires:



Tamarah R. Crisanti  
Notary Public  
Serial Number  
Commission Expires: