

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley, Ph.D. **CONTACT:** Shirley Boyce **EXT.** 2381
Director Manager

Agenda Date <u>02/13/07</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

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

County-Wide

BACKGROUND:

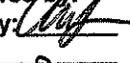
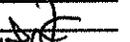
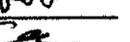
The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County.

These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their homes within the affordability period and repaid their mortgages, resulting in \$80,092.10 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Shana T. Bush	31-19-31-521-0G00-0150
Jorge Luis Caruncho & Virgen M. Matos	10-21-29-513-0000-0620
Robin L. Davison	08-21-30-515-0R00-0020
Donna Lynn Gilbert (a.k.a. Donna Terry)	35-19-30-521-0E00-0040
Milica Marinkovic	03-21-30-501-0200-0150
John W. Rumbley & Myra J. Rumbley	36-19-30-520-0000-0380
Lura Lee Thomas	25-19-30-5AG-080G-0090
Damon L. Willow & Frances L. Willow	12-20-30-511-0000-0810

Total Reimbursed \$80,092.10

Reviewed by:  Co Atty:  DFS: _____ Other:  DCM:  CM:  File No. ccscacd05
--

The client listed below has satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$4,500.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Terry Howard	10-21-29-513-0000-0690
	<u>Total Forgiven \$4,500.00</u>

Attachments: Satisfactions of Second Mortgages

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
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 13, 1996 and recorded in Official Records Book 3089, Pages 1574 through and including 1578, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) (the "Note"), dated June 13, 1996 and recorded in the Official Records Book 3089, Pages 1579 through and including 1581, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated May 30, 1997, recorded in Official Records Book 3089, Pages 1582 through and including 1584, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 435 Cottonwood Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 69, OAKLAND VILLAGE SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGES 27 AND 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-29-513-0000-0690

(the "Property,") were made by **Terry Howard**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 TEN(10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

The Property, the Owner, his 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

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 12, 1998 and recorded in Official Records Book 3373, Pages 0044 through and including 0048, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 12, 1998 and recorded in the Official Records Book 3373, Pages 0049 through and including 0052, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 8, 1998 recorded in Official Records Book 3373, pages 0053 through and including 0055, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 137 Scott Drive, Sanford, FL 32771, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK G, WASHINGTON OAKS SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 7 AND 8, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-521-0G00-0150

(the "Property,") were made by SHANA T. BUSH, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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, the Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the TEN (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 26, 2006, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

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 _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
1/4/2007

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 2004 and recorded in Official Records Book 5435, Pages 1475 through and including 1479, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated July 29, 2004, and recorded in the Official Records Book 5435, Pages 1480 through and including 1483, Public Records of Seminole County, Florida, which encumbered the property located at 440 Cottonwood Street, Altamonte Springs, FL 32701, the legal description and parcel identification for which are as follows:

LOT 62, OAKLAND VILLAGE SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-29-513-0000-0620

(the "Property,") were made by **JORGE LUIS CARUNCHO** and **VIRGEN M. MATOS** (who is the same person as **VIRGIN M. MATOS**), husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owners have refinanced the Property within the FIVE (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 26, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AS/jjr
1/4/07

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 28, 2003 and recorded in Official Records Book 4798, Pages 0299 through and including 0302, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND THREE HUNDRED EIGHTY-NINE AND 73/100 (\$9,389.73) (the "Note"), dated February 28, 2003 and recorded in the Official Records Book 4798, Pages 0303 through and including 0305, Public Records of Seminole County, Florida, which encumbered the property located at 440 D Street, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

UNIT NUMBER R2, LAKE KATHERINE VILLAGE, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM AND EXHIBITS ANNEXED THERETO FILED THE 29TH DAY OF AUGUST, 1980 IN THE OFFICAL RECORDS BOOK 1293, PAGES 1013 THROUGH 1069, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND ANY AMENDMENTS FILED THERETO; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE CONDOMINIUM UNIT.

Parcel Identification Number: 08-21-30-515-0R00-0020

(the "Property,") were made by ROBIN L. DAVISON, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owner has refinanced the Property within the FIVE (5)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND THREE HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$9,389.73) the receipt of which is hereby acknowledged, paid to Seminole County on or about December 11, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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/jjr
12/18/2006
P:\Users\jroyal\Community Assistance\2006 satisfactions\Robin Davison.doc

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 17, 1996 and recorded in Official Records Book 3077, Pages 0223 through and including 0227, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00) (the "Note"), dated May 17, 1996 and recorded in the Official Records Book 3077, Pages 0228 through and including 0231, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 18, 1996 recorded in Official Records Book 3077, pages 0232 through and including 0234, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 131 Garrison Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK 3, COUNTRY CLUB MANOR, UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 100, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-521-0E00-0040

(the "Property,") were made by DONNA LYNN GILBERT (n/k/a DONNA TERRY), a single person (now a married woman), (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

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

WHEREAS, the Owner has refinanced the Property within the THIRTY (30) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 12, 2006 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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/jjr
12/18/2006
P:\Users\jroyal\Community Assistance\2006 satisfactions\Donna Lynn Gilbert.doc

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, an Amended rehabilitation assistance SHIP Mortgage (the "Amended Mortgage") dated January 20, 2005 and recorded in Official Records Book 05601, Pages 0902 through and including 0906, Public Records of Seminole County, Florida, and an Amended SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$28,700.00) (the "Note"), dated January 20, 2005, and recorded in the Official Records Book 05601, Pages 0907 through and including 0910, Public Records of Seminole County, Florida, (correcting, restating, and reducing the Mortgage and Promissory Note dated January 6, 2004, and recorded in Official Records Book 05500, Pages 1260 through 1268, inclusive and hereinafter referred to as the "Mortgage") which encumbered the property located at 75 Cortez Avenue South, Winter Springs, FL 32708, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK 2, NORTH ORLANDO 2ND ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 56 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-501-0200-0150

(the "Property,") were made by **MILICA MARINKOVIC**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

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

WHEREAS, the Owner has refinanced the Property within the ten(10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Amended Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Amended Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$28,700.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about December 20, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Amended Mortgage and Note and the earlier Mortgage.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 3, 2002 and recorded in Official Records Book 04455, Pages 0659 through and including 0661, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the total amount of FIVE THOUSAND SIXTY-NINE AND 85/100 DOLLARS (\$5,069.85) (the "Note"), dated July 3, 2002, and recorded in the Official Records Book 04455, Pages 0662 through and including 0663, Public Records of Seminole County, Florida, which encumbered the property located at 2008 Chase Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 38 AND 39, PINEHURST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 71 AND 71A OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-19-30-520-0000-0380

(the "Property,") were made by **JOHN W. RUMBLEY** and **MYRA J. RUMBLEY**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of ONE THOUSAND THIRTEEN AND 97/100 DOLLARS (\$1,013.97), the balance owed on the Note and Mortgage, the receipt of which is hereby acknowledged, paid to Seminole County on or about December 14, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS:jjr
jroyal\Community Assistance\2006 satisfactions\John & Myra Rumbley.doc

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MORTGAGE LIEN,
AGREEMENT AND MEMORANDUM OF AGREEMENT**

Know All Persons By These Presents:

WHEREAS, that certain Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement dated June 30, 1997, by and between Seminole County and Lura Lee Thomas, recorded in Official Records Book 3303, Pages 0139 through 0141, inclusive of the Public Records of Seminole County Florida in combination with that certain Memorandum of Agreement dated June 30, 1997, and recorded in Official Records Book 3265, Page 0013, Public Records of Seminole County, Florida (collectively referred to hereinafter as the "Agreements") encumbered the property located at 1002 E. Seventh Street, Sanford, FL 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 1/2 OF LOT 9 AND THE EAST 1/2 OF LOT 10, BLOCK 8, TIER G, TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 115, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

THE SOUTH 1/2 OF LOT 9 AND THE EAST 1/2 OF LOT 10, BLOCK 8, TIER G, FLORIDA LAND AND COLONIZATION COMPANY LIMITED E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 115, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA TOGETHER WITH THE WEST 1/2 OF A VACATED ALLEY ADJACENT ON THE EAST SIDE OF SAID LAND

Parcel Identification Number: 25-19-30-5AG-080G-0090

(the "Property,") were made by LURA LEE THOMAS, a single woman (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Agreements 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 Agreements; and

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

WHEREAS, the Owner has sold the Property within the TEN(10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts presently due and owing under the Agreements; and

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FOURTEEN THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 40/100 DOLLARS (\$14,588.40), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 1, 2006, pursuant to the terms of the Agreements, Seminole County does hereby acknowledge full satisfaction of said Agreements and the lien created thereby.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Agreements 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.

Approved as to form and
legal sufficiency.

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

County Attorney

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
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 15, 1998 and recorded in Official Records Book 2862, Pages 1083 through and including 1085, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 15, 1998, and recorded in the Official Records Book 2862, Pages 1086 through and including 1089, Public Records of Seminole County, Florida, which encumbered the property located at 105 Morrison Avenue, Sanford, FL 32773, the legal description and parcel identification for which are as follows:

LOT 81, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-20-30-511-0000-0810

(the "Property,") were made by **DAMON L. WILLOW** and **FRANCES L. WILLOW**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

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

WHEREAS, the Owners have refinanced the Property within the TWENTY (20) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 28, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

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 _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
1/4/2007