## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT:	Satisfactions Of Second Mortgages – Early Release (3)	
	NT: Planning & Development DIVISION: Community Resources	

	$\sim$	CONTACT: Diane Ledford	id
AUTHORIZED	BY: Donald Fisher	CONTACT: Diane Ledford	_ <b>EXT</b> . 7384

Agenda Date 02/25/2003	Regular 🗌 Consent 🖂	Work Session 🗌	Briefing
F	Public Hearing – 1:30 🗌	Public Hearing -	- 7:00

### **MOTION/RECOMMENDATION:**

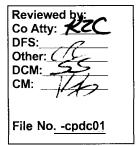
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgages – Early Release for households assisted under the SHIP Program's Home Ownership Assistance Program.

### BACKGROUND:

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On July 30, 1996 Seminole County assisted Jefferson E. Juri and Maria C. Juri, husband and wife with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Jefferson E. Juri and Maria C. Juri resided in the house for a thirty year period. However, Jefferson E. Juri and Maria C. Juri breached the mortgage agreement by refinancing their home prior to the thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Jefferson E. Juri and Maria C. Juri did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Jefferson E. Juri and Maria C. Juri did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Jefferson E. Juri and Maria C. Juri an

On October 17, 1997 Seminole County assisted James L. Lajoie and Michelle M. Lajoie, husband and wife with down payment assistance in the amount of \$3,200.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if James L. Lajoie and Michelle M. Lajoie resided in the house for a ten year period. However, James L. Lajoie and Michelle-M. Lajoie breached



the mortgage agreement by selling their home prior to the ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. James L. Lajoie and Michelle M. Lajoie did reside in the house for five years. As such,

staff recommends that the Board issue a Satisfaction of Mortgage for James L. Lajoie and Michelle M. Lajoie .

On November 22, 1996 Seminole County assisted Julio C. Coria and Yolanda Coria with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Julio C. Coria and Yolanda Coria resided in the house for a thirty year period. However, Julio C. Coria and Yolanda Coria breached the mortgage agreement by selling their home prior to the thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Julio C. Coria and Yolanda Coria did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Julio C. Coria and Yolanda Coria and Yolanda Coria did coria conta conta

#### SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision. Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>30th</u> day of <u>July</u>, <u>1996</u> from <u>Jefferson E. Juri</u> and <u>Maria C.</u> <u>Juri</u>, husband and wife, Mortgagor to <u>Seminole County</u>, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3109</u>, Page <u>1076</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred</u> <u>Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_\_ day of **February**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency By:\_\_

Daryl G. McLain, Chairman

Date: \_\_\_\_

As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_, 2003, regular meeting.

County Attorney

• •	~	MARYANNE MORSE	SEMINULE COUNTY, FI Récorded & Verifie	
•		CLERK OF CIRCUIT COURT		
N.	D Seminale Rev	871522 Marty Homeonumerskip Assist	96 JUL 31 PN 3: 2	' 🔺
/5 ×.5	C Strattore Con	the someone start the second	ance Program	
			Second Mort	gage Deed
	and Marta C J County, a politi Street, Sanford	cal subcivision of the State of Florida 32771, hereinafter re	refied to as the "Mongagee	and Seminole 1101 East First
	and as comora describ	ever used herein the terms all parties to this instrument spigns of individuals and the tions; and the term "note" ed if more than one exists.)	: the heirs, lega) represen he successors and assig include in all the notes	pagee" () fr All
	herewith (\$ <u>3,5</u> bargains, sells, certain land of Seminole County		the Second Mortgage Note cribed, the Mortgagor ha Id confirms unto the Mort seized and in possessio	e of even date ereby grants, gagee all the in situateo in
		BIT 'A' ATTACHED HERETO		
	TO HAVE AN and appurtenand the Mortgagee, in	ID TO HOLD THE SAME, tog as thereto belonging, and the fee simple.	ether with the tenements, h e rents, issues and profits	ereditaments thereof, unto
	to convey said fail to perfect the fea required; that the the same against	gagor :overants with the Mort d in fee simple; that the Mort of as aforesaid; that the Mort e simple title to said land in Mortgagor hereby full warran the lawful claims of all perso all encumbrances except:	agor has good right and law agor will make such further the Mongagee as may re- ts the title to said had and	viul authority assurances asonaoly be
: 	A valid purcha	se money First Morigage appro	oved by Montgagee.	
ត្	COUNTY AND IS OF INTANGIBLE TAX AND DOCUM TAX ON DOCUM	E IS GIVEN TO SEMINOLE EXEMPT FROM PAYMENT PERSONAL PROPERTY MENTARY STAMP EXCISE MENTS PURSUANT TO 513(1) AND 199.185(1)(d), TES	This instrument was p and Resurn To- Elaine L. Barlow, S: 	119 Program Coor. ber of Commerce 7-92 07
œ	(C SHELFELLENTING)		Perparad by 2 return to: 1st Southwestern Title ( 2250 Lucien Way, #200 Maitland,FL 32751	i io i

#### 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."

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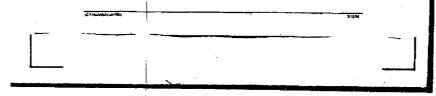
SEE EXHIBIT '8' ATTACHED HERETO AND INCORPORATED HEREIN

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

AND the Mortgagor nereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Be principal and interest and once some or noney protocol or in such that and Second Morgage, 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 tille 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 Montgage Note attached hereto as Exhibit "8" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.



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Seminole County Homeownership Assistance Program Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_\_\_\_ then (10) years, \_\_\_\_\_\_\_\_ twenty (20) years or \_\_\_\_\_\_\_ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in Iuli 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, TRANSFER OR REFINANCING OCCURS LESS THAN \_\_\_\_\_\_ TEN (10) YEARS. \_\_\_\_\_\_ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the Gon amount of <u>Thirty Five Sundrad and notion</u> doltars (5, 550.co) to Mortgage in full, leas any available forgiveness as provided in the recepture provisions of the Gon the second more than the intermediate. This Mortgage shall be subordinate to a valid purchase money First Mortgage of this land, subject to the notification and approval of Mortgagee.  $\vec{r'}$ Alturity PAGE 7 0 IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Danna Fionzalez come 7/26/06 Print Marrie: Jefferson E Juri Print Name: Maria terre Hickory PRiston 7/26/96 Print Name: Vicky P. Preston Print Name: Maria C Juri ari son Sebastian Ct. Print Name: Print Name:

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FAX NO. 4078463686

Seminole County Homeownership Assistance Program State of FLORIDA COUNTY OF SEMINOLE I HERREBY CERTIFY that on this <u>26</u> day of <u>UILY</u> 1996 before me, an off cer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>Laterson 8 Junit</u> and <u>Maria C. Juri</u> who executed the foregoing instrument and who acknowledge before ma that herhe/they executed the same and are personally known to me or have produced <u>CUARENT DRIVERS LICENSES</u> as identification and who did did not take an cajh. WITNESS my hand and official seal in the County and State lest aforesaid.  $\sim$ <u>Vicky P. Birston 1126196</u> Name: Notary Public Serial Number Commission Emilia N. LAV. P. MIESTUR IN CONSTRUCTOR STOCK IN CONSTRUCTION IN CONSTRUCTION IN CONSTRUCTION IN CONSTRUCTION Commission Expires: IC PRIMARIALINE TROP

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:	SeminsleCounty Homeownership Assistance Program	
	EXHIBIT "B"	
	حد SECOND MORTGAGE NOTE	5
* <u>-</u>	AMOUNT: \$3,500.00	, <b>R</b>
1	FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one)	1
•	promises to pay seminole County ("The County"), a political subdivision of the Sate St	- }
1	Thirty Five Hundred and 00/100(\$ 3,500,00) The said provide the	o pac
	payable in lewing money of the United States of America to the County at	3
	1101 East First Street, Sanford, Florida 22771 , or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This	
ł	1999 and MORCAGE SECURIC SERVE Shall be for a period of twenty (20) as this way	
1	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.	
	8. No payment shall be required during the term of this Note, and this debt shall be	
	permanently toroiven (check one) ten (10) hwanty (20) at	
	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	
	Vial the subject home and property is not sold teased transferred or referenced	
	and remains lowner-occupied for a period of at feast 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 toten(10) towenty (20) thirty (30) years after the purchase, the full	
•	payment shall be due on sale, lease, transfer or refinancing less any available	
1	forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.	
i		
-	This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.	•
1	r · · ·	
	SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN	
	DEFAULT	:
i	The maker of this Note or its successors shall be in default upon occurrence of one or	1
	more of the following conditions:	
	(C FAMALANAN, IN THO) 21.540	
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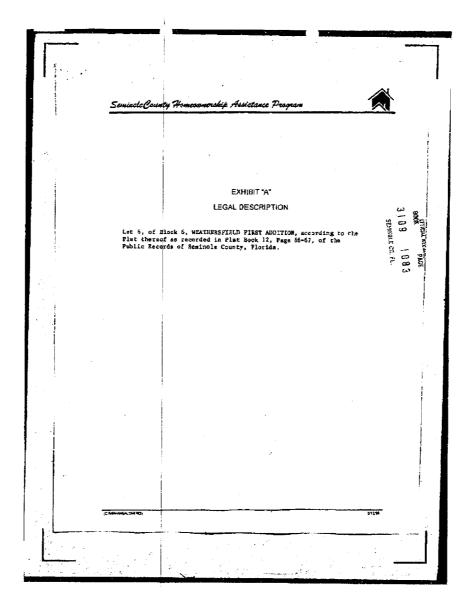
FAX NO. 4078463686

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	Seminete 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 DOCUMENTARY STAMP
	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 of the cr maker's successors.
	<ol> <li>Failure to pay applicable property taxes on subject property and improvements.</li> </ol>
	<ol> <li>Failure to maintain adequate hazard insurance on subject property and improvements.</li> </ol>
	<ol><li>Failure to comply with the terms and conditions of the accompanying Second Montgage Deed of even date.</li></ol>
	<ol> <li>Failure to comply with the terms and conditions of the First Mortgage securing the property.</li> </ol>
	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 securad 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 Mongage shall be subcidinate to a First Mongage 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.
	[CANNANA, LINE] 2/344
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1	Seminale County Homeonmership Assistance Program
	Each person hable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or defoult hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.
7 1 4	Whenever used herein the term "holder", "maker" or 'payee" should be construed in
:	In the event of foreclosure, County reserves the right of first refusal on the property.
: : :	IN WITNESS WHEREOF, the said Mortgagor has hereunity signed and sealed to the base presents the day and year first above written.
	Print Name: Jesterson & Juri
	Print Name: Down 6 ON ZALEZ * Print Name: Maria C. Juri
	<u>- Clause H. Relation</u> + 207 Son Schastin Cl., Nest. Print Name Vicky, P. Procton Phtamonte Spags, FC. 32714
i	
	Print Name:
:	STATE OF FLORIDA COUNTY OF SEMINOLE
	I HEREBY CERTIFY that on this <u>26</u> day of <u>1000000000000000000000000000000000000</u>
:	WITNESS my hand and official seal in the County and State last aforesaid
	Name: Vicky Prester 126/95 Name: Vicky Prester
	Serial Number university function Expires:
	(E Frences.Jun (RG) 31576
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	2250	) Lucien W	ern Title Co. ay, #200		SEMINOLE (	COUNTY CORAM	1100	
	i Vic	Land, Fl 3. Kyfieste	2751	HOMEBU	IYER PROGRAM AS	SISTANCE AGR	SEMINOLE CO. FL.	
		Ъ,		JEFFERSOK E. JU	RI & MARIA C. J			
	- P	8	Property Addr	ess: 453 CITADEL	DRIVE, ALTAMONT	E <u>SPRINGS.</u>	LORIDA 32714	
	1.1	Ъ.			· · · · · · · · · · · · · · · · · · ·			
			This / Seminole Cou Senford, JEPFERSON		rision of the State of 32771	day of <u>July</u> Florida, whose a (hereinalter	ISING STATES STREET STR	
			JEFFERRON	E. AND MARIA C.	JURI		(hereinafter "HOMEEUYER").	
	L.		1 USE OF H	OME FUNDS				
	COUNTY PL	1 PM 3: 27	(hereinafter "H 13701 et seg). Property Cispe	UO1), to be expende as amended by the f sition Reform Act of 1	i, knowin the U.S. U Id in accordance with Housing and Commu 1994; and	Home Investm HOME Investm nity Developmen	aled by the National Affordable ousing and Urban Development ent Parcnership Acts -42 U.S.C. I Act of 1992 and the Multifamily	
	SEMINOLE RECORDES	96 JUL 3	crganization in requirements at	areby known as G set forch in 24 CF-R			ssist qualified homebuyers with ance through its subaccipient of <u>Commerce</u> and meet the D.	
			2. AFFORDAS The process		iert di Ibis Aaroom	ant shall comain	affordable in accordance with	
K,	RSE COURT	_	until the first of (by, including b	the following events of not limited to sa	Cocors: (1) borrower	mangage nois ar 1 seils, transfers a tre or foreninsur	and dead which shall be in effect of dead which shall be in effect of disposes of the assisted unit e); (2) the borrower no longer a matched couple, the surver	
	ža .	2	3 REPAYMEN	175				
	RX OF CH		including but do	blowing events accu t limited to, sale, tran	urs: (1) borrower selis Isler, bankructev or fo	i. transfers or dis inactosume): (2) th	to <u>\$3,500.00</u> at 0% unit coses of the assisted unit (by e barrower ha longer accupies auple; the survivor dies.	
1	5		4. UNIFORM A	DMINISTRATIVE R	EQUIREMENTS			÷
			5. PROJECT R	Le as the HOMEBUY	ER is not a subrecipie	ent ar state recipi	Ent.	
:			The COUNT	Y and the HOMESU	YER agree to comply	with HOME regu	lations as set forth in 24 CFR	
	1		(a) The HO	r, as millions. AFBINER(s) have o	artified that the name		and the second second second second	
			(30%) of the med	tian income for the au	rea, as determined by	HUD, with adjus	pes not exceed eighty percent ments for family size	
(	3		when used with Sammole Count requiraments in a funcing.	c Gr construction ap SHIP funds) of the <u>c Chamber of Comp</u> incordance with the F	praisad vikue equal : median sales price <u>marce</u> has reviewe HOME Program requi	to or less than ni of the area, Th id the household rements and dete	County, Floride and has an nety-five percent (95%) (90% e COUNTY through, <u>Greater</u> i income and property value smined the project eligible for	
		-	The HOMES insurance, during	UYER shall maintain the term of affordabi	the property, includin lity,	g payment of pro	perty taxes and homeowners	•
	1		Fri Unanaalikarnøpige		60		RET 232 3/28/48	
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		Gas 1085
	6. HOUSING AND QUALITY STANDARDS	0100
		SEMINOLE CO. FL.
	The property of the time of initial occupancy by the HOMES Quality Standards (#QS) and the local building codes and regulation inspected the property and has determined the project eligible for fur	s of the COLINTY Tag COUNTY have
	7. OTHER PROGRAM REQUIREMENTS	
	The Homeowner shall comply with all applicable Federal laws guidelines at 24 CFR Part 92 Subpart H. The regulations are provid so noted.	and regulations as described in HUD ico below. Applicable regulations are
	a) Equal opportunity and fair housing 🗂 Applicable 🗹	Not Applicable (one unit)
	b) Environmental review 💭 Appricable 🗹	Vot Applicable
	<ul> <li>Displacement, relocation and acquisition</li> </ul>	·
	Not Applicable (activity funded is downpayment, down assistance on a newly constructed unit, incretore no dap occurred gursuant to Federal rules).	lacement, relocation and acquisition
	Applicable (Activity is downpayment, closing cost or inter purchase of an existing unit. Appropriate natices have b providea/systemated ensuring that appropriate natices have b providea/systemated and the provided of the provideal of the basin volumanity displaced by choice.	een sseed. Certification has been
	<ul> <li>a) Lead paint</li> </ul>	
	Applicable (Home built prior to 1978). Lead-based paint availuated for lead-based paint existence.)	notice has been provided and unit
i	Not Applicable (Unit built built of after 1575)	
1	e) Conflict of Interest - no conflict found	
	<ol> <li>Disbarment and suspension - not applicable</li> </ol>	
	g) Flood inscience	
1	h) Executive Order 12372 - not applicačie." S. AFFIRMATIVE MARKETING	
	Not applicable due to the nature of the activity (HOMESUYER pro 9. CONDITIONS FOR RELIGIOUS ORGANIZATION	(2Rt).
	No: applicable due to the nature of the activity (HOMEBUYER pro	
	10. REQUESTS FOR DISBURSEMENT OF FUNDS	<b>PG1</b>
	The HOMEBUYER agrees that the funds shall only be used to su borrower's monthly housing costs (Principal, Interest, Taxes and has costs and part of the downpayment amount if necessary. The HOM COUNTY at the time(back closing.	(area (PITI)) and to pay plosing
	Shoutd rehability on the included in the HOME assistance, the HC performed by a contractor in accordance with this Agreement shall bu contract in the form required by the COUNTY. Further, the unit shall complement with COUNTY housing and other local codes and regulation:	beinspected by the COUNTY for
	Ownership assistance funds shall not be disbursed prior to complet same by the COUNTY.	
	1. REVERSION OF ASSETS	
	Not applicable as the homeowner is not a subreppied.	
	2. RECORDS AND REPORTS	
	The CCUNTY and HOMEBUYER shall complete all reports a applicable in accordance with 24 CFR Part 32 and Flonda Statutes for a end of the affordability term.	nd maintain documentation, as period of three (3) years from the
	Fo Vita-subhamparson 61	2.59.80
		······
		-

ACE PAGE n:3109 1086 3. ENFORCEMENT OF THE AGREEMENT The loan's shall be ovidenced by a Promissory Note and secured by SEMMONSAUC 44-the process. Fakure by the HOMEBUYER to comply with the terms of the Agreement and the loan documents shall be considered a pleful and acquiring the term action taken. 4. DURATION OF THE AGREEMENT This Agreement shall be the effect until the first of the following events occurs: (1) tomower sells. transfers or disponse of the assisted until (by, including but not limited to, salle, transfer, bankrup)cy or forectosure); (2) the borrow no longer accupies the unit as the principal residence; or (3) the borrower des. or if a martled couple, the survivor dies or for a pariod of \_\_\_\_\_ the (10), \_\_\_\_\_ twenty (20) or \_\_\_\_\_ bring (30) years, as japplicable. 5. OTHER PROVISIONS Neither perty hereto shell 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 dontained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or constructed by any of the parties hereto, or ithad persons to create any relationsho of third party beneficiary, principal or agent, limited or general partnership, print venture or any association or relationship infolving the COUNTY. SEMINORE COUNTY, FL GRIDA WITNESS: Diane A Borries HOMEBUYER WITNESSES har you Soffersin E. JKRI The Number of Comments Mann yei MARIA C.JARI Date 7.10-96 NOTARY AS TO HOMEBUYER(S): - f COUNTY OF SEMINALE) The loggoing issumment was acknowledged before me unis 1971 day of John LY 1991 by <u>LEPERDING MERCARE STUDI</u> who is personally known to me of who has produced <u>FL</u> 72 LS as densification. Joy on the Farland Joy AL, Mafadadi Jry Columnission J Costantin Borbies Jonatry St, 1974 Honda Train The International No. Print Name STOY M. MC EARIAND Notary Public in and for the County and State Alcrementioned. My commission expires: 1/15/00 Fr:\manuaRhomepron 61 1/26:16

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4078463686 NO. FAX 8 JAN-16-2003 THU 12:40 PM NORTH AMERICAN TITLE

#### SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>. Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>17th</u> day of <u>October</u>, <u>1997</u> from <u>James L. Lajoie</u> & <u>Michelle M. Lajoie</u>, husband & wife, Mortgagor to <u>Seminole County</u>, a <u>political</u> <u>subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Two Hundred Dollars and no 00/100 (\$3,200.00</u>) which mortgage is recorded in Official Records Book <u>3316</u>, Page <u>1838</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Two Hundred</u> <u>Dollars and no 00/100, (\$3,200.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_\_ day of **<u>February</u>**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency By:\_\_\_

Daryl G. McLain, Chairman

Date:

As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_, 2003, regular meeting.

County Attorney

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Seminole County

## Second Mortgage Deed

is hereby made and entered into the 1997 by and between James L. Laloic and S reinafter referred to the "Mortgagor" and he State of Florida, whose address is 110 that referred to as the "b" THIS SECOND MORTGAGE DEED is hereby made and entered into the day of October 17th Michelle M. Laloie, husband & wife hereinafter referred to the 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 "Mongagee."

"Mortgagor" and "Mortgagee" (Whenever used herein the terms of include all parties to this instrument, the hoirs, 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 (\$3,389.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mongagee 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 reats, 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 Mongagor has good right and lawful authority to convey said land as aforemid; 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:

PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES RETURN TO: 1 of 5 POHL & SHORT, PA	
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Description: Seminole,FL Document-Book,Page 3316,1838 Page: 1 of 8 Order: R6799 Comment:

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

Revibed in Exhibit "A."
PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the bit tain Second Mortgage Not hereistafter substantially copied or identified, to-wit:
SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

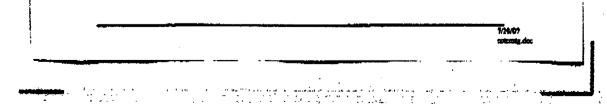
AND the Mortsagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be still and void.

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 zone 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 herounder, 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.

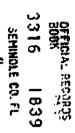
If each and every one of the agreements, stipulations, conditions and covenants of mid note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter,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





Description: Seminole,FL Document-Book Page 3316,1838 Page; 2 of 8 Order: R6799 Comment:



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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 DIFE ON SALE, LEASE, IF THE SALE, LEASE, TRANSPER OR REFINANCING OCCUPS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three thousand, Two-hundred dellars and 60/100(\$3,260.06) 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 Mongage shall be subordinate to a valid purchase moncy First Mongage on this land, subject to the notification and approval of Mongagee.

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

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Print Name: Daanna A. Alanis

Print Name: CATHERINE D. BLACKWELL

Print Name:

Print Name:

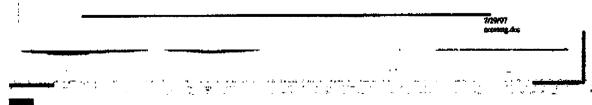
**Print Name:** 

Peint Name fames

Print Name: Michelle M. LaJoie

**Print Name:** 

3 of 5



Description: Seminole,FL Document-Book.Page 3316.1838 Page: 3 of 8 Order: R6799 Comment:

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#### STATE OF FLORIDA COUNTY OF . GEARGE

I HEREBY CERTIFY that on this 17th day of October 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid ŝ ũ and Michelle M. LaJoie , who executed the foregoing instrument and Who acknowledge before me that he/she/they executed the same and are personally known ł to me or have produced <u>driver's licenses</u> as identification and wind did/ did not take an oath.

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

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Name: Notary Public Serial Number **Commission Expires:** 

	4 of 5	
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Description: Seminole, FL Document-Book.Page 3316.1838 Page: 4 of 8 Order: R6799 Comment:

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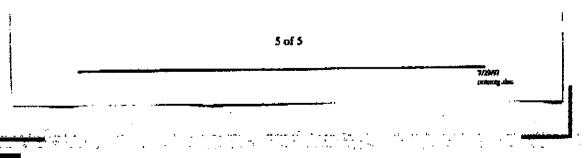


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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

Lot 35, RAST POINTE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 51, Pages 88, 89 and 90, of the Public Records of SEMINOLS County, Florida.



Description: Seminole,FL Document-Book,Page 3316.1838 Page: 5 of 8 Order: R6799 Comment:

<u>Seminale County, Homeownership, Assistance Program</u>

#### EXHIBIT "B" SECOND MORTGAGE NOTE

SEMINOLE

AMOUNT:\_\_\_\_\_\$3,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florids, or order, the manner breinafter specified, the sum of Three-thousand, Two-hundred dollars & N0/100 (\$3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, kased, transferred or refinanced prior to ten(10) years after the purchase, the fall payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Pederal 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:

1 of 3

7/23/47 2010/2/04

Description: Seminole,FL Document-Book.Page 3316.1838 Page: 6 of 8 Order: R6799 Comment: THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AND THE OTHER DESIGNATION OF THE OTHER DESIGNATION. S.H.J.P. HOMENUYER ASSETANCE PROGRAM - ATTN: SHARON SHE 4690.S. US.HWY 1 CT CT CASSELBERRY, FL 3270

- 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 abandoament of the home on the subject property by maker or maker's successors.
- 4. Paikure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- 6. Pailure to comply with the terms and conditions of the accompanying Second Montgage 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.





Description: Seminole,FL Document-Book,Page 3316.1838 Page: 7 of 8 Order: R6799 Comment:

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protest, notice of protest and notice of di	er or enforcer, hereby waives persentment, shonor and agrees to pay all costs, including e brought or not, if, after maturity of this Note rage, counsel shall be employed to collect this rtgage.
Whenever used herein the term "holder", singular or plural as the context may requi	"maker" or "payee" should be construed in the
	es the right of first refusal on the property.
IN WITNESS WHEREOF, the said M presents the day and year first above write DF M MQ Print Nature: Decames A. Alamiz	en. Print Name: James L. Laloie Minhold M. Jabe
Print Nation	Print Name: Michelle M. Laloie
Print Name:	Print Name:
Print Name:	Print Nams:
STATE OF FLORIDA COUNTY OF GRANGE	
before me, an officer duly authorized in t to take acknowledgments, personally a and <u>Hichells H. isolois</u>	<u>L7rh</u> day of <u>Octohar</u> , 1997 he State aforesaid and in the County aforesaid ppeared <u>James L. La Joie</u> , who executed the foregoing instrument and who executed the same and are personally known icepses as identification and who did/
WITNESS my hand and official scal i	a the County and State last aforesaid.
	Name: Notary Public Serial Number Commission Expires:

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7/29/97

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<sup>•</sup>Description: Seminole,FL Document-Book.Page 3316.1838 Page: 8 of 8 Order: R6799 Comment:

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FRANK L. POHL, ESQURE SEMINOLE COUNTY What Canton Area, Suits AIQ HOME PROGRAM Winter Park, Florida S2759 HOMEBUYER PROGRAM ASSISTANCE AGREEMENT { 18,1-,3/A Applicant(s): James L. Laloie and Michelle M. LaJole Property Address: 3456 Kayla Circle, Oviedo, FL 32766 This Agreement is entered into this Bth day of_September. 1997by and between Seminole County, a political polythyling of the State of Florida, whote address is 1101 Bast First Street, Sanford, Florida, 32771 (hereinfler "COUNTY") James L. and Michelle M. LaJole, husbad and wife(hereinfler "HOMEBUYER"). WITNESSETH: USE OF HOME FUNDS WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, strong the U.S. Department of Housing and Urban Development Chereinfler" HUD"), to be expended is accordance with HOME Investment Parmership Acts (42 U.S.C. 12701 et seq), as attended 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 static engilised housebuyers with downparment, closing costs, and/or interest rate buy-down assistance through its subsceiptens organization hereby known as Greater Security Commerce of the Agreement shell remain affordable in accordance with COUNTY guidelines					,				
FLORE IS SHORET, FLAR       STAINNOL FOR SEQUER       STAINNOL FOR SEQUER         POWER FORSE SEQUER       HOMEBOLVER PROGRAM ASSISTANCE ADDREMENT       TO BE					•	· •			
Yeld & SHORT, PA.         SEMINULE COUNTY HOME PROGRAM           WHIE LOOD, SUBJECT         FROMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33           'IST-34A         Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAM ASSISTANCE AGREEMENT         Yeld & SYR33         Yeld & SYR33         Yeld & SYR33           'Yeld & SYR33         HOMEBUYER PROGRAMASSISTANCE HOMEBUY		•			-		•		
White Pack, Forder 32789         HOMEBUTTER PROGRAM ASSISTANCE AGREEMENT         If any concern is concerned into the different of the different program of	FUAL	& SHORT, F		SEMINOL	e county				
This Agreement is ensured into this fifth day of Agreement 1997by and between Semicole County A sprinter with the Star of Fields, whole address is 1101 East Heat Storet, Submole County (Agreement COUNTY') James L. and Michelle M. Laloie, husband and wide(perchander 'HOMEBUVER'). WITNESSETH: WITNESSETH: USE OF HOME FUNDS WITNESSETH: USE OF HOME FUNDS WITNESSETH: Description of the store of 1995, and the Note Home Semicole Or any a management description of 1996, an annexity Act of 1990, an annexity development Act of 1992, and the National Alfordable Housing Act of 1990, an annexity development Act of 1992, and the National Alfordable Housing Act of 1990, an annexity development Act of 1992, and the National Alfordable in equipation Act of 1994, and WHEREAS, the COUNTY has protein the HOME finds appropriated by the National Alfordable Housing Act of 1990, cost, and/or interest rate bay-down awintaxes through its subscription counting with the National Alfordable of the costing cost, and/or interest rate bay-down awintaxes through its subscription counting the subscription Act of 1994, and WHEREAS, the COUNTY has agreed to use HOME finds to a same affield housing weaks and accuse (1) hortower the subscription of day agreement and file data the print and the first of the fileworks greene accuse (1) hortower to Regime counting the mata his principal relations; or (3) the hornower the annexistor of diports of the astroney to astar method file through trainform of the Relation of the maximum diport of the astroney to astar method and they, tabiling but to Mathing to a soft file file or of the following events accuse: (1) hortower and line as anoment up to \$2,220,00, at 0.5 and the first of the following events accused: (1) hortower and line a subscription on state recipiter. 10 HEROM ADMINISTRATIVE REQUIREMENTS 10 HEROM ADMINISTRATIVE REQUIREMENTS 10 HEROM ADMINISTRATIVE REQUIREMENTS 10 HEROM ADMINISTRATIVE REQUIREMENTS 10 HEROMEROWING has accelerated which age to prestry what the trained;	Winter F	Park, Florida 32				IREEMENT	9 17		
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<ul> <li>1990, as amended, strongh die U.S. Department of Housing and Urban Development Gereinster FHUDI's to be expended in socretimes with HOMB investment Pramerskip Act (42 U.S.C. 12701 et eq.), as annoted by the Housing and Community Development Act of 1992 and the Multifamity Property Disposition Reform Act of 1994; and WHEREAS, the COUNTY is agreed to use HOME funds to assist guidfield housing provide the busined of the statistic through its subsceptient cognitation hereby the busines an Greater Seminole Compary Chamber of Commerce and meet de requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.</li> <li>APVORDABILITY</li> <li>The property which is the subject of this Agreement shell remain affordable in accordance with COUNTY patietimes for a stores of the assisted out which dings but to Hundi's the store of the Statistic or of part of the first of the first of the first of the Interest as specified in a record guargege note and deed which shall be in effect and the time of the first of the first of the second guargege note and deed which shall be in affect and the schedule to state transfer, businessy or fareedonauty: (2) the horrower no larger occupies the unit as his principal residence; or (3) the borrower det, and it must be applied be at the first of the first of the following events occurs: (1) borrower as a souther of the satisfue of signates and end which the state recipient.</li> <li>IERAYMENTS</li> <li>IERAYMENTS</li> <li>APROPECT REQUIREMENT</li> <li>IN ONE DOMEBUYER is not a cohrecipient or state recipient.</li> <li>IN ONE PAREMENT</li> <li>IN ONE ADMEEDUYER agree to comply with HOME regulations as at forth in 24 CER PartF32<td>USE O</td><td>F HOME FUND</td><td>s</td><td></td><td></td><td></td><td></td><td></td><td></td></li></ul>	USE O	F HOME FUND	s						
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Order: R6799 Comment:

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6. H	IOUSING AND QUALITY STAN	DARDS		
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	THER PROGRAM REQUIREM			ം ന്നെക്ക് ന്നെക്ക്
T guide so no	The Homeowner shall comply with lines at 24 CFR Part 92 Subpart & ted.	h all applicable Federal law i. The regulations are prov	vs and regulations as describ vided below. Applicable reg	BOOK AL RECORDS BOOK AL RECORDS SEMINOLE CO.FL BANK MUMAN MU
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	b) Environmental review	[] Applicable	ETNot Applicable	<b>::</b> ;;;;
	c) Displacement, relocation and	acquisition		
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	succase of an existing unit	L. Appropriate actices have that property was not occup	r interest rate buy-down assis we been issued. Certification field by a tenant and that the	na has béca
	d) Lead paint			
	Applicable (Home built evaluated for lead-based pair	prior to 1978. Lead-based at existence.)	paint notice has been provi	ded and unit
	Nor Applicable (Unit beil	a during or after 1978.)		
	e) Conflict of Interest - no conf	flict found		
	f) Disbarment and suspension	not applicable		
	g) Flood insurance			
	b) Executive Order 12372 - not	t applicable.		
8.	AFFIRMATIVE MARKETING			
	Not applicable due to the nature of		ER program).	
9.	CONDITIONS FOR RELIGIOU			
	Not applicable due to the nature (		ER program).	
10.	REQUESTS FOR DISBURSEA			
COS	The HOMEBLYER agrees that is rower's monthly housing cons (P is and part of the downpayment a UNTY at the time of loan closing.	vincipal, Intensis, Taxes a mount, if necessary. The	ud Essurance (PITT)) and to	pay closing
COR	Should rehabilitation be included formed by a contractor in accord- tract in the form required by the apliance with COUNTY housing m	noo with this Agreement a COUNTY. Purcher, the u	tial be performed pursuant ait shall be inspected by the	to a written
****	Ownership assistance funds shall me by the COUNTY.	not be disbursed prior to o	empletion of work and accept	ance of the
1.	REVERSION OF ASSETS			ALL
	Not applicable as the homeowner	r is not a subrecipient.	í.	TUTAL
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Description: Seminole,FL Document-Book.Page 3316.1846 Page: 2 of 3 Order: R6799 Comment:

#### SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>22nd</u> day of <u>November</u>, <u>1996</u> from <u>Julio C. Coria</u> and <u>Yolanda Coria</u>, Mortgagor to <u>Seminole County</u>, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three</u> <u>Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3163</u>, Page <u>1651</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred</u> <u>Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_\_ day of **<u>February</u>**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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

For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency By:\_\_

Daryl G. McLain, Chairman

Date: \_\_\_\_

As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_, 2003, regular meeting.

County Attorney

P.02/09



# SEMINOLE CUBITY, FL RECORDED & VERIFIED 96 NOV 27 AH 10: 43



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### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 1996 by and between JULIO C. CORTA 22nd day of November hereinafter referred to the 'Montgagor' and Seminole and YOLANDA CORLA County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

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

## SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A valid purchase money First Mortgage approved by Mortgagee.

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

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

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Description: Seminole, FL Document - Book. Page 3163.1651 Page: 1 of 8 Order: 609022 Comment:

#### P.03/09

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ANY DEFAULT in any montgage 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 Mongagee to declare a default. In the event of foreclosure, the Montgagee reserves the right of first refusal on the land as described in Exhibit "A."

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

#### 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.

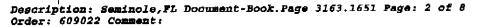
AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement theraon 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 othe: sum of money payable by virtue of said note and this Second Mortgage, or either, the Mongagee 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 Mongage, 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 Mongagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

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

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#### Semindelocanter Homeonenship Assistance Program



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loan amount of <u>three thread five hundred dol</u> dollars (\$ 3,500.00) to Montgagee 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 the this land, subject to the notification and approval of Mortgage e.

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

Judith K. Lloyd

Tamarah R, Chiriani

Print Name: TILIO C. CORTA 116 Sandpoint Ct. Sanford,

Print Name: Yolanda Corta YOLANDA CORTA 116 sandpoint Ct., sanford, Plorida 32773

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

Print Name:

Print Name:

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## SeminoleCountry Homeowaership Assistance Program

#### STATE OF FLORIDA COUNTY OF SEMINOLE

z,

I HEREBY CERTIFY that on this <u>22nd</u> day of <u>November</u> <u>199\_6</u> before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared <u>JULIO C. CORTA</u> and <u>XOLANDA CORTA</u>, who executed the foregoing instrument and who

to take acknowledge before me that be/sheithey executed the foregoing instrument and who acknowledge before me that be/sheithey executed the same and are personally known to me or have produced  $(\frac{110015}{10015})$  (i.i.e., 5 e) as identification and who did/did not take an oath.

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

Name:/

Notary Public Serial Number Commission Expires:

AUGITH K. LLOWD LIV COMMENTAN & CC 201000 COMMEN: March R. 2000 Spread Two Manay Fails (Indende

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Description: Seminole, FL Document-Book.Page 3163.1651 Page: 4 of 8 Order: 609022 Comment: :

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

Lot 47, REPLAT OF GROVEVIEW VILLAGE, THIRD ADDITION, according to the Plat thereof as recorded in Plat Book 26, Pages 9 and 10, of the Public Records of Seminole County, Florida



2/2/45

#### Description: Seminole, FL Document-Book.Page 3163.1651 Page: 5 of 8 Order: 609022 Comment:

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#### SeminoleCounty Homeownerskip Assistance Program

#### EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ('The County'), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred dollars (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This, Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be au 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 \_\_\_\_\_ 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 horne 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) <u>X</u> thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

## SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

#### DEFAULT

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

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## SeminoleCounty Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminole County Chamber of Commerce 4590 South Righway 17-92 Casselberry, Fl 32707

- 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 managed or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvemen
- 5. Failure to maintain adequate hazard insurance on subject property e improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mongage Deed of even date.
- 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.

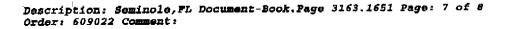
#### MISCELLANEOUS PROVISIONS

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

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

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31:216



## Seminole County Homeownership Assistance Program

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

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

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

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

			ω_
Print Name:		-	BOUK 163 SEMINOLE
Print Name:		_	의 전 165 80, FL
STATE OF FLORID	A		w w
COUNTY OF SEMI	NOLE	22nd day of November	1996
to take acknowled	ments, personan		trumpet and who
acknowledge before to me or have prod	e that he should be the should	appeared <u>Julio C. CORI</u> , who executed the foregoing ins rey executed the same and are <u>recented</u> as identification	tion and who did/
acknowledge before to me or have prod	e that he should be the should	Name Notary Public Serial Number	tion and who did/
acknowledge before to me or have prod	e that neisher is used	as identification as identification and State last a with the Name Notary Public	tion and who did/

Description: Seminole, FL Document-Book.Page 3163.1651 Page: 8 of 8 Order: 609022 Comment: