

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Satisfactions Of Second Mortgage

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance  
Phillip C. Stalvey, Director David Medley, Manager

**AUTHORIZED BY:**  **CONTACT:** \_\_\_\_\_ **EXT.** 7384

<b>Agenda Date</b> <u>03/14/2006</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

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

County-Wide

**BACKGROUND:**

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following is a list of clients that have met and satisfied all County, Local Housing Assistance Plan (LHAP) requirements or HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
Betty Joyce Browdy	11-21-31-511-0000-0050
Michael Mancini	14-20-30-503-0000-140A
Carlos H. Losada	14-20-30-506-0H00-0020
Lillian H. Morris	31-19-31-525-0C00-0110
Iris Marta Alomar	09-21-29-508-0000-1300
Rosa Lee Mingo	35-19-30-517-0900-0170

Four of the six clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loans to be forgiven. The remaining two clients refinanced their homes within the affordability period and have repaid their mortgages, resulting in \$9,012.40 being returned to the Affordable Housing Trust Fund.

<b>Reviewed by:</b>  <b>Co Atty:</b> _____ <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b>  _____ <b>CM:</b> _____  <b>File No. – ccsca02</b>
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**Staff Recommendation:**

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

Attachments: Satisfactions of Second Mortgage

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

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

**SATISFACTION OF MEMORANDUM OF AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated September 27, 2001, and recorded in Official Records Book 04180, Page 1633, Public Records of Seminole County, Florida, which encumbered the property located at 147 Stephen Avenue, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 5, STEPHEN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-511-0000-0050

(the "Property,") was made by **Betty Joyce Browdy**, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

**WHEREAS**, the Owner has sold 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 Memorandum of Agreement,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND SEVENTY-SIX AND NO/100 DOLLARS

(\$5,076.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about January 18, 2006, pursuant to the terms of the Memorandum of Agreement, Seminole County does hereby acknowledge full satisfaction of said Memorandum of Agreement.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/1/06  
Betty Browdy

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 16, 1997, and recorded in Official Records Book 3244, Pages 0235 through and including 0239, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated May 16, 1997, and recorded in the Official Records Book 3244, Pages 0240 through and including 0243, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 16, 1997, recorded in Official Records Book 3244, Pages 0244 through and including 0246, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1221 John Lord Street, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 140 (LESS THE SOUTH 2 FEET) AND THE WEST 1/2 OF LOT 141 (LESS THE SOUTH 2 FEET) M.M. LORD'S FIRST ADDITION TO CITRUS HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 87 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 14-20-30-503-0000-140A

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

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

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

**WHEREAS**, the Owner did maintain the Property as his residence for at least eight (8) 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\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/1/06  
Michael Mancini

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 14, 1996, and recorded in Official Records Book 3100, Pages 1984 through and including 1987, 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 June 14, 1996, and recorded in the Official Records Book 3100, Pages 1988 through and including 1992, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 17, 1996, recorded in Official Records Book 3100, Pages 1993 through and including 1995, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 202 Bamboo Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK H, SUNLAND ESTATES AMENDED PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 14-20-30-506-0H00-0020

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

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

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

**WHEREAS**, the Owner did maintain the Property as his residence for at least nine (9) 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\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/1/06  
Carlos Losada

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a home rehabilitation assistance SHIP Mortgage (the "Mortgage") dated June 26, 2003, and recorded in Official Records Book 04893, Pages 1715 through and including 1717, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOUR THOUSAND NINE HUNDRED TWENTY AND 50/100 DOLLARS (\$4,920.50) (the "Note"), dated June 26, 2003, and recorded in the Official Records Book 04893, Pages 1718 through and including 1719, Public Records of Seminole County, Florida, which encumbered the property located at 106 Drew Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK C, WASHINGTON OAKS SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 87 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-525-0C00-0110

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

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

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

**WHEREAS**, the Owner has refinanced the Property within the six (6) 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 THREE THOUSAND NINE HUNDRED THIRTY-SIX AND 40/100 DOLLARS (\$3,936.40), the receipt of which is hereby acknowledged, paid to Seminole County on or about January 27, 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/lpk  
2/1/06  
Lillian Morris

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 18, 1997, and recorded in Official Records Book 3236, Pages 1557 through and including 1561, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated March 18, 1997, and recorded in the Official Records Book 3236, Pages 1562 through and including 1564, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 18, 1997, recorded in Official Records Book 3356, Pages 0059 through and including 0061, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 706 Pescador Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 130, SAN SEBASTIAN HEIGHTS, UNIT 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 21 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 09-21-29-508-0000-1300

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

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

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least eight (8) 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, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/1/06  
Iris Alomar

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

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

**SATISFACTION OF AGREEMENT AND MEMORANDUM OF UNDERSTANDING**

**Know All Persons By These Presents:**

**WHEREAS**, that certain Seminole County Home Program Assistance Agreement dated October 31, 1995, recorded in Official Records Book 3028, pages 0522 through and including 0524, Public Records of Seminole County, Florida (the "Agreement") which secured an amount of up to TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for home rehabilitation through its subrecipient, and that certain Memorandum of Agreement dated October 31, 1995, and recorded in Official Records Book 2994, Page 1487, Public Records of Seminole County, Florida, which encumbered the property located at 2020 Alexander Avenue, Sanford, Florida 3771, the legal description and parcel identification for which are as follows:

LOTS 17 AND 18, BLOCK 9, LOCKHARTS SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

Parcel Identification Number: 35-19-30-517-0900-0170

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

**WHEREAS**, said Agreement and Memorandum of Understanding 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 Agreement and Memorandum of Understanding; and

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least nine (9) years from the date of the Agreement and Memorandum of Understanding, thus qualifying for forgiveness of 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 Agreement and Memorandum of Understanding as well as the restrictive covenants therein,

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

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/1/06  
Rosa Mingo