

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Dan T. Matthys <sup>DM</sup> CONTACT: Annie Knight <sup>AK</sup> EXT. 7364

Agenda Date <u>03/22/2005</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfaction of Second Mortgage for a household assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program.

**BACKGROUND:**

The client listed below was assisted with Down Payment Assistance to purchase a home in Seminole County. The client has met and satisfied all County, Federal and HUD Regulations and is now requesting a Satisfaction of Second Mortgage. As such, staff is requesting the Board to approve and execute the attached Satisfaction on the property to remove the now-satisfied lien. A repayment totaling \$1,000.00 has been made to the Housing Trust Fund.

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Rachel L. Knight	06-20-31-505-0E00-0380

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. – <u>cpdc02</u>	

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

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

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 25, 2000, and recorded in Official Records Book 3808, Pages 1160 through and including 1164, Public Records of Seminole County, Florida and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note") dated February 25, 2000, and recorded in the Official Records Book 3808, Pages 1157 through and including 1159, Public Records of Seminole County, Florida, which encumbered the property located at 2841 Empire Place, Sanford, Florida 32773, the legal description and parcel identification number for which are as follows:

LOT 38, BLOCK E, WOODMERE PARK 2<sup>ND</sup> REPLAT ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF  
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-505-0E00-0380

(the "Property,") were made by **Rachel L. Knight**, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

**WHEREAS**, the Owner has transferred title to the Property in lieu of foreclosure within the ten (10) year period; and

**WHEREAS**, the Owner's former First Mortgagee has paid consideration to the County as set forth below; and

WHEREAS, the former Owner and GMAC Mortgage Corporation have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about December 28, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

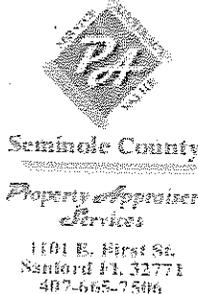
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/2/05  
Satisfaction-Rachel Knight

<b>PARCEL DETAIL</b>	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>	EMPIRE PL	EMPIRE PL	EMPIRE PL	EMPIRE PL	

**GENERAL**

Parcel Id: 06-20-31-505-0E00-0380 Tax District: S1-SANFORD  
 Owner: KNIGHT RACHEL L Exemptions: 00-HOMESTEAD  
 Address: 2841 EMPIRE PL  
 City,State,ZipCode: SANFORD FL 32773  
 Property Address: 2841 EMPIRE PL SANFORD 32773  
 Subdivision Name: WOODMERE PARK 2ND REPLAT  
 Dor: 01-SINGLE FAMILY

**2004 WORKING VALUE SUMMARY**

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	\$74,717
Depreciated EXFT Value:	\$600
Land Value (Market):	\$10,800
Land Value Ag:	\$0
Just/Market Value:	\$86,117
Assessed Value (SOH):	\$72,426
Exempt Value:	\$25,000
Taxable Value:	\$47,426

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	02/2000	03808	1148	\$74,300	Improved
WARRANTY DEED	01/1997	03189	1162	\$18,400	Improved
WARRANTY DEED	01/1997	03189	1161	\$18,400	Improved
WARRANTY DEED	01/1997	03189	1160	\$18,400	Improved
PROBATE RECORDS	11/1995	02994	0163	\$100	Improved
WARRANTY DEED	01/1973	00980	0512	\$17,500	Improved

Find Comparable Sales within this Subdivision

**2003 VALUE SUMMARY**

Tax Value(without SOH):	\$1,200
2003 Tax Bill Amount:	\$981
Savings Due To SOH:	\$239
2003 Taxable Value:	\$46,076

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	60	118	.000	200.00	\$10,800

**LEGAL DESCRIPTION PLAT**

LEG LOT 38 BLK E WOODMERE PARK 2ND REPLAT PB 13 PG 73

**BUILDING INFORMATION**

Bid Num	Bid Type	Year Bilt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1972	5	957	2,017	957	CONC BLOCK	\$74,717	\$86,880
	Appendage / Sqft		OPEN PORCH FINISHED / 40						
	Appendage / Sqft		GARAGE FINISHED / 276						
	Appendage / Sqft		UTILITY FINISHED / 168						
	Appendage / Sqft		BASE SEMI FINISHED / 576						

**EXTRA FEATURE**

Description	Year Bilt	Units	EXFT Value	Est. Cost New
FIREPLACE	1979	1	\$600	\$1,500

**NOTE:** Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

# GMAC Mortgage

August 25, 2004

Diane Ledford  
Seminole County  
230 N. Westmonte Drive, Ste. 1974  
Altamonte Springs, FL 32714

RE: Rachel Knight  
2841 Empire Place  
Sanford, FL 32773

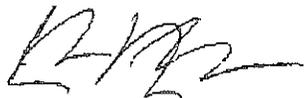
Diane,

I am submitting this request to your office pursuant to our telephone conversation earlier today. We have completed our preliminary review of the above referenced mortgagee's request under the HUD pre-foreclosure sale program. As part of the HUD PFS procedure, consideration of \$1,000 may be disbursed from sale proceeds to release existing junior liens.

Preliminary title report shows Seminole County currently holds a junior lien against said property. I have attached copies of the original executed note and deed for your review. GMAC Mortgage Corporation is requesting release of this lien in accordance with the aforementioned HUD PFS procedure.

I appreciate your consideration and please contact me at 319-236-4673 should you have any questions or require any additional information.

Sincerely,



Chris Kimball  
Loss Mitigation Department  
GMAC Mortgage Corporation



**THE CLOSING AGENT II, INC.**  
ESCROW ACCOUNT  
735 PRIMERA BOULEVARD, SUITE 115  
LAKE MARY, FL 32746

CNL BANK  
DOWNTOWN OFFICE  
ORLANDO, FLORIDA  
63-1428-631

15149

12/28/2004

PAY TO THE ORDER OF Seminole County S.H.I.P.

\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\*  
DOLLARS

MEMO L4-7-45Knight/Feldstein

⑈015149⑈ ⑆063114289⑆ 3013612⑈

**THE CLOSING AGENT II, INC.**  
ESCROW ACCOUNT S.H.I.P.

12/28/2004

15149  
1,000.00

CNLBank Escrow Account L4-7-45Knight/Feldstein

1,000.00

**Seminole County Homeownership  
Assistance Program  
Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 25th day of FEBRUARY 2000 by and between Rachel Knight, a single person, (hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), 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 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:  
**AFTER RECORDING RETURN TO:**  
**S.H.L.P. HOMEOWNERSHIP**  
**ASSISTANCE PROGRAM -**  
**ATTN: CHERI WIGHT**  
**230 N. WESTMONTE DR., STE#1974**  
**ALTAMONTE SPGS, FL 32714**

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SEMINOLE CO., FL

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

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

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

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

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

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Ten Thousand Dollars and 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

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

Pauline L. Phillips  
Print Name: Pauline L. Phillips

Binger Farrell  
Print Name: Binger Farrell

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

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

Rachel Knight  
Print Name: Rachel Knight  
2841 Empire A, Sanford FL 32773

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

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

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

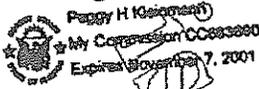
3808  
1113  
OFFICIAL RECORDS  
BOOK  
SEMINOLE CO., FL

COPIED

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of Feb, 2000, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Rachel Knight  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVERS LICENSE as identification and who did/  
did not take an oath.

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



Peggy H. Kleinmann  
Name: Peggy H. Kleinmann  
Notary Public  
Serial Number  
Commission Expires:

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SEMINOLE CO., FL

Not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 38, Block @, WOODMERE PARK 2ND REPLAT, a subdivision according to the plat or map thereof described in Plat Book 13, at page(s) 13, of the Public Records of SEMINOLE County, Florida.

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SEMINOLE CO., FL

This is not a certified copy

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1/15/07

# Seminole County Homeownership Assistance Program

## EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars & 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

### DEFAULT

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

\_\_\_\_\_

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

502649

2000 MAR - 1 AM 8:53

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

5

3808 1157

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SEMINOLE CO., FL

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

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.I.P. HOMEOWNERSIP

ASSISTANCE PROGRAM -

ATTN: CHERI WRIGHT

230 N. WESTMONTE DR., STE#1974

ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

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

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

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

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

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

*Peggy H. Kleinmann*  
Print Name: PEGGY H. KLEINMANN

*Rachel Knight*  
Print Name: Rachel Knight

*Pauline K. Phillips*  
Print Name: Pauline K. Phillips

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of February, 2000  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Rachel Knight  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVERS LICENSE as identification and who did/  
did not take an oath.

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

*Peggy H. Kleinmann*  
Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_

Peggy H Kleinmann  
Commission CC683680  
Expires November 7, 2001

 Peggy H Kleinmann  
My Commission CC683680  
Expires November 7, 2001

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