

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: [Signature] CONTACT: \_\_\_\_\_ EXT. 7384

Agenda Date 03/28/2006 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP 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>
Jaime Burgado and Elizabeth Carattini	15-21-29-503-0000-0380
Sandra K. Emmert	31-19-31-520-0000-0640
Annie R. Glenn	02-20-30-501-0000-0310
Lisa S. Lewis	35-19-30-522-0A00-0050
Juan Valencia and Rosa Lee Devore	36-19-30-524-1300-0130

Four of the five clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loans to be forgiven. The remaining client refinanced their home within the affordability period and has repaid their mortgage, resulting in \$20,000.00 being returned to the Affordable Housing Trust Fund.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No. -	<u>ccsca01</u>

**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 MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 30, 1998, and recorded in Official Records Book 3572, Pages 1484 through and including 1488, 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 December 30, 1998, and recorded in the Official Records Book 3572, Pages 1489 through and including 1491, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 24, 1998, recorded in Official Records Book 3572, Pages 1492 through and including 1494, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 129 Jay Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 38, GOLDIE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 15-21-29-503-0000-0380

(the "Property,") were made by **Jaime Burgado and Elizabeth Carattini**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners did maintain the Property as their residence for at least seven (7) 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 Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
2/6/06  
Jaime Burgado & Elizabeth Carattini

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 November 21, 1997, and recorded in Official Records Book 3337, Pages 0499 through and including 0502, 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 November 21, 1997, and recorded in the Official Records Book 3337, Pages 0503 through and including 0506, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 21, 1997, recorded in Official Records Book 3337, Pages 0507 through and including 0509, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2489 Orange Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 64 AND 66, SANFO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-520-0000-0640

(the "Property,") were made by **Sandra K. Emmert**, a single single, (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  
2/15/06  
Sandra Emmert

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 28, 1996, and recorded in Official Records Book 3053, Pages 1055 through and including 1059, 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 March 28, 1996, and recorded in the Official Records Book 3053, Pages 1060 through and including 1062, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 13, 1996, recorded in Official Records Book 3053, Pages 1063 through and including 1065, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2511 Clairmont Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 31, GENEVA TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-501-0000-0310

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

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within 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 her 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, 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  
2/6/06  
Annie Glenn



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 April 22, 1998, and recorded in Official Records Book 3422, Pages 0240 through and including 0244, 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 April 22, 1998, and recorded in the Official Records Book 3422, Pages 0245 through and including 0247, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 23, 1998, recorded in Official Records Book 3422, Pages 0248 through and including 0250, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 125 Hays Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK A OF COUNTRY CLUB MANOR, UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-522-0A00-0050

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

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

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least seven (7) 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.  
  
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  
2/15/06  
Lisa Lewis

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 April 13, 2005, and recorded in Official Records Book 5699, Pages 1141 through and including 1145, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated April 13, 2005, and recorded in the Official Records Book 5699, Pages 1146 through and including 1149, Public Records of Seminole County, Florida, which encumbered the property located at 2428 S. Maple Avenue, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

LOT 13, BLOCK 13, 3<sup>RD</sup> SECTION DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-524-1300-0130

(the "Property,") were made by **Juan Valencia and Rosa Lee Devore**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners have refinanced the Property within the ten (10) year period; and

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about January 13, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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  
2/6/06  
Juan Valencia & Rosa Devore