

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Release and Satisfaction of Memorandum of Agreement (2)

**DEPARTMENT:** Planning & Development **DIVISION:** Administration

**AUTHORIZED BY:** Donald Fisher *DF* **CONTACT:** Annie Knight *AK* **EXT.** 7384

Agenda Date	<u>04/22/2003</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 a Release and Satisfaction of Memorandum of Agreement for two households assisted with emergency repair assistance under the Seminole County Emergency Repair Housing Program Grant Agreement.

**BACKGROUND:**

On June 18, 1996 a Seminole County, sub recipient, Meals On Wheels, Etc., Inc. assisted Alice M. Moore with emergency repair assistance in the amount of \$15,475.00 to repair her home. Ms. Moore entered into an agreement with Meals on Wheels, Etc., Inc.. Said agreement granted to Seminole County, a certain interest in the property should the owner transfer title, sell or in any manner dispose of the legally described property before June 18, 2006. The unit was recently refinanced.

On March 12, 2002 a Seminole County, sub recipient, Meals On Wheels, Etc., Inc. assisted Maxcine S. Smith with emergency repair assistance in the amount of \$6,117.70 to repair her home. Ms. Smith entered into an agreement with Meals on Wheels, Etc., Inc.. Said Agreement granted to Seminole County, a certain interest in the property should the Owner transfer title, sell or in any manner dispose of the legally described property before March 12, 2007. The unit was recently refinanced.

At closing, checks were issued to Seminole County to satisfy the County's liens on the properties (see attached). Staff is now requesting the Board to approve and execute the two attached Release and Satisfaction of Memorandum of Agreements on the properties to remove the now-satisfied liens.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	<u>cpdc01</u>

This Instrument prepared by:  
Stephen P. Lee, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

RELEASE AND SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All By These Presents:

**WHEREAS**, a Memorandum of Agreement dated June 18, 1996, and recorded in the Official Records Book 3100, Page 0517, Public Records of Seminole County, Florida, and an Agreement dated July 8, 1996, and recorded in the Official Records Book 3100, Pages 517 through 519, Public Records of Seminole County, Florida, (the "Agreements"), were given by Alice M. Moore (the Owner) and encumbered the property located at 212 Terry Lane, Sanford, Seminole County, Florida 32771, legally described as

LOT 14, BLOCK "F", WASHINGTON OAKS, SECTION ONE, PLAT BOOK 16, PAGES 7 and 8, Public Records of Seminole County (the "Property,")

**WHEREAS**, Seminole County has received payment in full in the amount of \$15,475.00 for all funds secured by the Agreements and desires to release the Property from the lien and operation of the Agreements.

**NOW THEREFORE**, in consideration of the \$15,475.00 paid to Seminole County on or about February 3, 2003, the County hereby releases and satisfies the liens created by the Agreements;

**TO HAVE AND TO HOLD**, the Property and the Owner are forever freed, exonerated, discharged, and released of and from the lien of the Agreements and every part thereof.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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 Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 2003.

\_\_\_\_\_  
County Attorney

SPL

F:\USERS\CASEL01\FORMS\SATISFACTION OF MEMORANDUM OF AGREEMENT (MOORE).DOC

FIRST TITLE OF AMERICA INC.  
D/B/A ALL FLORIDA TITLE

\*\*\* REAL ESTATE CLOSING \*\*\*

32236

Buyer/Borrower: NONE  
Seller:  
Lender: FULL SPECTRUM LENDING, INC.  
Property: 212 TERRY LANE/SANFORD FL 32771 /  
Settlement: January 24, 2003  
Disbursement Date: February 3, 2003  
Check Amount: \$15,475.00  
Pay To: SEMINOLE COUNTY COMM. DEVEL.  
For: MORTGAGE PAYOFF

21323587

Closer/Responsible: SURDER

FIRST TITLE OF AMERICA INC.  
D/B/A ALL FLORIDA TITLE  
ESCROW ACCOUNT  
585 TECHNOLOGY PARK DRIVE, SUITE 105  
LAKE MARY, FLORIDA 32746-6204

AM SOUTH BANK  
THE RELATIONSHIP PEOPLE  
63-466/631

NUMBER: 32236

PAY: --Fifteen Thousand Four Hundred Seventy Five and 00/100--

Dollars

DATE

AMOUNT

02/03/03

\$ 15,475.00

TO THE  
ORDER OF SEMINOLE COUNTY COMM. DEVEL.

*Kathy Cur*  
*Brenda ...*  
AUTHORIZED SIGNATURE

⑈032236⑈ ⑆063104668⑆ 3720413505⑈

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS - COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

6/2/11

MAKIANNE MURSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

860436

96 JUL -3 AM 8:59

ORR 295  
PA. 1303 G

MEMORANDUM OF AGREEMENT

TO WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of an Agreement between ALICE M. MOORE as OWNER, whose mailing address is 212 Terry Lane, Sanford, Florida 32771, and the SUBGRANTEE, the not-for-profit corporation ~~the~~ for-profit corporation existing under the laws of the State of Florida, whose mailing address is Lakeland, Florida 33803, hereinafter referred to as the "SUBGRANTEE." Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY," whose mailing address is 1101 East First Street, Sanford, Florida 32771, and/or SUBGRANTEE shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner dispose of the legally described property within Five(5), Ten(10), Fifteen(15) or Twenty(20) year period, as applicable, from the date of this Agreement, after which time the COUNTY and/or the SUBGRANTEE releases any and all interest as identified in the Agreement. The property is located at 212 Terry Ln, Sanford, Seminole County, Florida, and is legally described as: LOT 14, BLOCK "F", WASHINGTON OAKS, SECTION ONE, PLAT BOOK 16, PAGES 7 and 8, Public Records of Seminole County, Florida.

WITNESSES:

SIGNATURE

Print Name

Harold Williams D. B.  
SIGNATURE  
Harold Williams D. B.  
Print Name

OWNER(S)

Alice M. Moore

SIGNATURE

Alice M. Moore

Print Name

SIGNATURE

Print Name

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18th day of June, 1996, at Sanford, Florida, by Alice Dempsey Moore, who is personally known to me or who is known to me by reliable information.

LEVONIA A. WYNN  
Notary Public  
My Comm Exp. 3/12/00  
Bonded By Service Int  
No. CC530357  
 Personally known  Other

Levonía A. Wynn  
SIGNATURE  
Notary Public in and for the County and State aforementioned.

My commission expires 3/12/2000

This instrument was prepared by:  
Levonía Wynn  
3260 N. Hwy 17-92, Suite 112  
Longwood, Florida 32750

Return to: (Subrecipient Name and Address)  
Levonía Wynn, WYN Consultants, Inc.  
3260 N. Hwy 17-92  
Suite 112  
Longwood, Florida 32750

27.00

SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Applicant(s): ALICE M. MOORE
Property Address: 212 TERRY LANE
SANFORD, FLORIDA 32771

This Agreement is entered into this 18th day of June, 1996, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32711 (hereinafter "COUNTY") and Alice Moore (hereinafter "OWNER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended 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 assist qualified homeowners with rehabilitation assistance through its subrecipient organization hereby known as WIN Consultants, Inc. and hereinafter referred to as "SUBRECIPIENT" and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in an agreement between the OWNER and the previously identified SUBRECIPIENT which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide through the SUBRECIPIENT a Deferred Payment Loan in an amount up to \$15,475.00, at 0% until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The OWNER acknowledges through the affixation of signature(s) below that the SUBRECIPIENT aforementioned must comply with applicable uniform administrative requirements as described in 24 CFR Part 505 and as further described in a separate agreement between the COUNTY and SUBRECIPIENT who in turn may be required to pass certain of these requirements on to the OWNER by separate agreement between the OWNER and the SUBRECIPIENT.

5. PROJECT REQUIREMENT

The COUNTY through the SUBRECIPIENT and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEOWNER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed [ ] fifty percent (50%) or [ ] eighty percent (80%) as applicable of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation appraised value equal to or less than ninety-five percent (95%) (80% when used with SHIP funds) of the median purchase price of the area. The COUNTY through its SUBRECIPIENT with

Print name of homeowner

3100 0517

OFFICIAL RECORDS BOOK PAGE

864374

TAKAMINE PURSE CLERK OF CIRCUIT COURT

96 JUL 15 AM 9:59

SEMINOLE COUNTY, FL RECORDED & VERIFIED

WIN Consultants, Inc. 3200 N. Hwy 17-92 Suite 112 Longwood, Florida 32750

reviewed the household income and property value requirements, in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEOWNER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property after assistance shall meet Section 8 Housing Quality Standards (HQS), the local building Codes of the jurisdiction having authority and minimum rehabilitation specifications as defined in the COUNTY's Rehabilitation Manual. The COUNTY shall through the SUBRECIPIENT inspect the property to ensure minimum rehabilitation compliance.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H except that the COUNTY shall assume responsibility for the environmental review in 92.352 and the intergovernmental review process in 92.356. Applicable regulations are noted below.

- a) Equal opportunity and fair housing  Applicable  Not Applicable (one unit)
- b) Displacement, relocation and acquisition  Not Applicable (actively funded is owner-occupied rehabilitation; therefore no displacement, relocation and acquisition occurs pursuant to Federal rules).
- c) Lead paint  Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)  Not Applicable (Unit built during or after 1978.)
- d) Conflict of Interest - no conflict found
- e) Disbarment and suspension -  Applicable - All contracts and lower tier contracts shall include the certification in Appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction in any proposal submitted.
- f) Flood insurance
- g) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that the funds shall only be used as needed for payment of eligible costs and the amount of each request will be limited to the amount needed at time of request. The HOME funds shall be disbursed by the COUNTY through the SUBRECIPIENT upon receipt of properly executed documentation by OWNER and SUBRECIPIENT.

The HOMEOWNER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations in conjunction with SUBRECIPIENT.

Rehabilitation assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY through the SUBRECIPIENT.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

3100 0518  
OFFICIAL RECORDS  
BOOK PAGE

2. RECORDS AND REPORTS

The COUNTY through the SUBRECIPIENT and the HOMEOWNER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Memorandum of Agreement and secured by an Agreement between the OWNER and SUBRECIPIENT for the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action shall be taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) OWNER transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, of a married couple, the survivor dies, or for a period of  five (5),  ten (10),  fifteen (15),  twenty (20) or  thirty (30) years, as applicable, depending on the amount of assistance provided.

5. OTHER PROVISIONS

Neither party hereto shall 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 contained in this Agreement, or any act of the COUNTY or the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Vene Mantaris  
Mary V. Mantaris

WITNESSES:

Mark Williams Sr.  
Mark Williams Sr.

SEMINOLE COUNTY, FLORIDA

Ron H. Raebun  
RON H. RAEBUN, County Manager

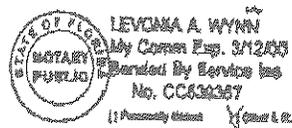
Date: 7/8/96

HOMEOWNER:

Alice M. Moore  
Alice M. Moore  
Date: June 18, 1996

STATE OF Florida )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 18th day of June 1996, by Alice M. Moore, who is personally known to me or who has produced FLA DL# M100-024-48-547 as identification.



LeVonna A. Wynn  
Print Name LeVonna A. Wynn  
Notary Public in and for the County and State  
Aforementioned.  
My commission expires: 3/12/2000

WYN Consultants, Inc.  
3260 N. Hwy 17-82 Suite 112  
Largo, FL 32750

Encl: gmt1bwnet

This Instrument prepared by:  
Stephen P. Lee, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

RELEASE AND SATISFACTION

Know All By These Presents:

**WHEREAS**, a Memorandum of Agreement dated February 20, 2002, and recorded in the Official Records Book 4331, Page 593, Public Records of Seminole County, Florida, and a SHIP Rehabilitation Mortgage March 12, 2002, and recorded in the Official Records Book 4351, Pages 819 through 823, Public Records of Seminole County, Florida, (the "Agreement and Mortgage"), were given by Maxcine S. Smith (the Owner) and encumbered the property located at 678 Broadway Street, Oviedo, Seminole County, Florida 32765, legally described as

LOTS 12, 13, 14, and 15, JACKSON HEIGHTS, PLAT BOOK 8, PAGE 30, Public Records of Seminole County (the "Property,")

**WHEREAS**, Seminole County has received payment in full in the amount of \$6,117.70 for all funds secured by the Agreement and Mortgage and desires to release the Property from the lien and operation of the Agreement and Mortgage.

**NOW THEREFORE**, in consideration of the \$6,117.70 paid to Seminole County on or about January 31, 2003, the County hereby releases and satisfies the liens created by the Agreement and Mortgage;

**TO HAVE AND TO HOLD**, the Property and the Owner are forever freed, exonerated, discharged, and released of and from the lien of the Agreement and Mortgage and every part thereof.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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 Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 2003.

\_\_\_\_\_  
County Attorney

SPL

P:\USERS\CASL01\FORMS\SATISFACTION OF MEMORANDUM OF AGREEMENT (SMITH).DOC

UNIVERSAL LAND TITLE, INC.  
ESCROW ACCOUNT  
650 S. CENTRAL AVENUE, SUITE 3000  
OVIEDO, FL 32765  
(800)582-4686

CHECK NO. 18007156  
FILE NO. 03184614  
DATE: 01/31/2003  
CHECK AMOUNT: \$6,117.70

02-03-03 A10:01 IN

SEMINOLE COUNTY COMMUNITY DEVELOPEM

CHECK NO. 18007156  
FILE NO. 03184614  
DATE: 01/31/2003  
CHECK AMOUNT: \$6,117.70

File No.: 03184614 Closer: Debbie Proffitt  
Seller:  
Buyer: SMITH  
Prop Addr: 678 EAST BROADWAY STREET OVIEDO, FL 32765  
Legal Descr: Lot 12 TO 15 Block N/A JACKSON HEIGHTS PB 8 PG 30  
SHIP LOAN \$6,117.70

SRC 001 (REV 07/102)

PLEASE DETACH AND RETAIN THIS STATEMENT BEFORE DEPOSITING THE CHECK

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

UNIVERSAL LAND TITLE, INC.  
ESCROW ACCOUNT  
650 S. CENTRAL AVENUE, SUITE 3000  
OVIEDO, FL 32765  
(800)582-4686

Bank of America Customer Connection  
Bank of America, N.A.  
Bank of America Customer Connection Texas

CHECK NO. 18007156  
FILE NO. 03184614  
DATE: 01/31/2003  
CHECK AMOUNT \*\*\*\*\*\$6,117.70

PAY ONLY SIX THOUSAND ONE HUNDRED SEVENTEEN DOLLARS AND 70 CENTS

PAY SIX THOUSAND ONE HUNDRED SEVENTEEN DOLLARS AND 70 CENTS \*\*\*\*\*

TO THE ORDER OF

SEMINOLE COUNTY COMMUNITY DEVELOPEM

VOID OVER \$6,117.70  
VOID AFTER 180 DAYS  
TWO SIGNATURES REQUIRED

*Debbie L. Proffitt*  
*S. Jackson*  
AUTHORIZED SIGNATURE

\*\*\*\*\*

MARSHALL HODGE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04351 PG 0819  
CLERK'S # 2002046144  
RECORDED 03/12/02 03:46:18 PM  
MTR REC TRS \$1.70  
RECORDING FEE \$4.00  
WITNESSED BY M. Holden

SHIP Rehabilitation Mortgage  
Client File Number \_\_\_\_\_

This Mortgage entered into this 12<sup>th</sup> day of March, 2002  
between Maxine B Smith, hereinafter referred to as "Owner," and Seminole County, a  
political subdivision of the State of Florida, hereinafter "County," 1101 E 1st St, Sanford, FL 32771

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners  
for purposes of assisting said owners in the repair and rehabilitation of certain  
improvements (their existing housing) found upon such owned real property; said real  
property being located at: 676 E Broadway Bl, Oviedo, Florida And said property being  
legally described as; Lots 12,13,14 and 15 Jackson Heights as per plat thereof recorded in  
Plat Book 8, Page 30 Public Records of Seminole County, Florida

\_\_\_\_\_ or described in  
Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for  
the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as  
specified on the Note accompanying this Mortgage so long as the Owner does not sell,  
convey, lease, or otherwise dispose of the rehabilitated improvements of the real property  
upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agrees  
as follows:

1. A lien is hereby established in favor of the County to provide security for the  
amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made  
a part which becomes payable by the Owner, or the Owner's estate, personal  
representative, heirs or devisee.

2. The Owner shall abide by all the stipulations, agreements, conditions and  
covenants of this agreement, and shall duly pay all real property taxes, all home insurance

6  
Order in 12/2002

FILE #L51 200246144  
OR BOOK 04231 PAGE 0520

premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.

3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.

4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.

5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the Lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the County.

6. All costs, including a reasonable attorney's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.

7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.

8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

FILE NBN 2002846144  
OR BOOK 04351 PAGE 0621

*Marnie G. Randolph*  
Signature of Witness -

Signature of Witness -

*Marnie G. Randolph*  
Print name

Signature of Witness -

Print name

*Maxine S. Smith*  
Signature of Owner

Signature of Owner

*Maxine S. Smith*  
Print name

Signature of Owner

Print name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME personally appeared Maxine S. Smith to me well known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12<sup>th</sup> day of March, 2003.

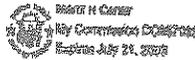
This instrument prepared by and return to:

Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road, Lake Mary FL 32746  
Attn: Marcel H. Carter

*Marcel H. Carter*  
\_\_\_\_\_  
(Notary Signature)

Marcel H. Carter  
NOTARY PUBLIC  
State of Florida at Large  
My Commission expires 7/21/03

Seal



FILE NUM 2002046144  
ON BOOK 04351 PAGE 0822

**SHIP Deferred Payment Promissory Note**

*Maxine* <sup>MS</sup>  
NAME: Maxine Smith CASE NO. \_\_\_\_\_  
AMOUNT: \$6117.70 DATE: March 12, 2002  
ADDRESS: 678 East Broadway Street, Oviedo, Florida 32762

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Six Thousand One Hundred Seventeen and 70/100 dollars (\$ 6117.70). Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

1. Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement....100% of the principal amount of this Note must be repaid.
2. Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
3. Voluntary divestment or coverage during the third (3rd) year from the date of execution of this Agreement...60% of the principal amount of this Note must be repaid.
4. Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement...40% of the principal amount of this Note must be repaid.
5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
6. Voluntary divestment or coverage during the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

SEMINOLE COUNTY

FILE #M1 2002846144  
OR BOOK 04351 PAGE 0823

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party (parties) hereunto set her hand(s) and seal this day and year first above written.

ATTEST:

Maria L. Randolph  
Signature of Witness

Maxine S. Smith  
Signature of Owner

1101 E. FIRST STREET, SANFORD FL 32771

Maria L. Randolph  
Print Name

Maxine S. Smith  
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

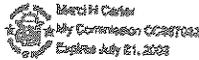
BEFORE ME personally appeared Maxine S. Smith to me well known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me before me that he/she/they executed said instrument for the purpose therein expressed.

WITNESS my hand and official seal, this 12<sup>th</sup> day of March, 2002.

This instrument prepared by and return to:  
Marril Carter  
Meals On Wheels, Etc., Inc  
1097 Sand Pond Road  
Lake Mary, Florida 32746

Marril H. Carter  
Notary Signature

NOTARY PUBLIC  
State of Florida at Large  
My Commission expires 7-21-03  
Seal



SEMINOLE COUNTY

MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

YOU ARE NOTIFIED of an agreement between Maxine S Smith as OWNER, whose mailing address is P O Box 626811 Oviedo Florida 32768 and the SUBRECIPIENT, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 Sand Pond Road, Lake Mary, Florida 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/her primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at 578 Broadway Street, Oviedo, Florida 32765 Seminole County, Florida, and is legally described as: Lots 12, 13, 14, and 15 Jackson Heights as per plat thereof recorded in Plat Book 6 Page 30 Public Records of Seminole County Florida

WITNESSES  
SIGNATURE Louise Samson  
PRINT NAME Louise Samson  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

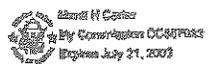
OWNER(S)  
SIGNATURE Maxine Smith  
PRINT NAME Maxine S Smith  
SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

STATE OF Florida  
COUNTY OF Seminole

SIGNATURE MARCELO REBE, CLERK OF COUNTY COURT  
PRINT NAME MARCELO REBE, CLERK OF COUNTY COURT  
CLERK'S # 200824703  
RECORDED 02/10/2002 @ 12:05 PM  
RECORDING FEE 6.00  
RECORDED BY L. Matuliy

The foregoing instrument was acknowledged before me this 20 day of February, 2002 by Maxine Smith and \_\_\_\_\_

\_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification.



Print Name Marcel H. Carter  
Notary Public in and for the County and State  
Above-mentioned.

My commission expires: 7-21-03

This instrument was prepared by: Marcel Carter  
Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road  
Lake Mary, FL 32746

Return to:  
Meals On Wheels, Etc., Inc.  
1097 Sand Pond Road  
Lake Mary, FL 32746