

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

Agenda Date 04/25/2006 Regular [] Consent [X] 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.

Table with 2 columns: Name, Parcel I.D. Number. Lists clients like Helen D. Foltz, Benny Garcia and Lizette Garcia, etc.

Five of the eight clients listed above have satisfied the current affordability period residency requirements, thus qualifying for the loans to be forgiven.

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: [Signature]
Other: [Signature]
DCM: [Signature]
CM: [Signature]
File No. -ccscacd01

The remaining clients refinanced their home within the affordability period and have repaid their mortgage, resulting in \$42,036.72 being returned to the Affordable Housing Trust Fund.

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 19, 1997, and recorded in Official Records Book 3349, Pages 1741 through and including 1745, 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 December 19, 1997, and recorded in the Official Records Book 3349, Pages 1746 through and including 1748, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Program Assistance Agreement dated December 4, 1997, recorded in Official Records Book 3349, Pages 1749 through and including 1751, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 749 Longdale Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 50, LONGDALE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 68 OF THE PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-20-30-501-0000-0500

(the "Property,") were made by **Helen D. Foltz**, 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 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__.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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
3/14/06
Helen Foltz

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 February 5, 1998, and recorded in Official Records Book 3409, Pages 0425 through and including 0429, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$3,275.00) (the "Note"), dated February 5, 1998, and recorded in the Official Records Book 3409, Pages 0430 through and including 0432, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Program Assistance Agreement dated January 8, 1998, recorded in Official Records Book 3409, Pages 0433 through and including 0435, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 107 Orion Way, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 60, PLACID WOODS PHASE ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGES 23 THROUGH 29 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 02-20-30-520-0000-0600

(the "Property,") were made by **Benny Garcia and Lizette Garcia**, 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 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 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
3/14/06
Benny & Lizette Garcia

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 rehabilitation assistance SHIP Mortgage (the "Mortgage") dated September 9, 2003, and recorded in Official Records Book 05008, Pages 1571 through and including 1573, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THIRTEEN THOUSAND EIGHT HUNDRED EIGHT AND 65/100 DOLLARS (\$13,808.65) (the "Note"), dated September 9, 2003, and recorded in the Official Records Book 05008, Pages 1574 through and including 1575, Public Records of Seminole County, Florida, which encumbered the property located at 224 Charles Street, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 4, REPLAT OF NORTH ORLANDO TOWNSITE 4TH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 5 AND 6 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

LOT 1, BLOCK 4, REPLAT OF SHEET NO. 2 NORTH ORLANDO TOWNSITE 4TH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 6 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-509-0400-0010

(the "Property,") were made by **Enoch Gonzalez and Dialma Gonzalez**, 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 five (5) 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 five (5) 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 ELEVEN THOUSAND FORTY-SIX AND 92/100 DOLLARS (\$11,046.92), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 23, 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
3/1/06
Enoch & Dialma Gonzalez

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 February 25, 1999, and recorded in Official Records Book 3603, Pages 0081 through and including 0085, 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, 1999, and recorded in the Official Records Book 3603, Pages 0086 through and including 0088, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 27, 1999, recorded in Official Records Book 3603, Pages 0089 through and including 0091, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1700 W. 3rd Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE EAST 64.50 FEET OF THE SOUTHEAST 1/4 OF BLOCK 4,
TIER 20, FLORIDA LAND AND COLONIZATION COMPANY LIMITED,
MAP OF THE ST. GERTRUDE ADDITION TO THE TOWN OF SANFORD,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
1, PAGES 115, 116 AND 117 OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AG-0420-00F0

(the "Property,") were made by **Erika M. Johnson**, 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____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
CARLTON HENLEY, Chairman

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

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
3/1/06
Erika Johnson

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 May 15, 2002, and recorded in Official Records Book 04413, Pages 1490 through and including 1493, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated May 15, 2002, and recorded in the Official Records Book 04413, Pages 1494 through and including 1496, Public Records of Seminole County, Florida, which encumbered the property located at 2542 El Portal Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK 25, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 90 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 01-20-30-504-2500-0110

(the "Property,") were made by **Jonathan Justice and Michele Justice**, 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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 8, 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____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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
3/14/06
Jonathan & Michele Justice

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 16, 1998 and recorded in Official Records Book 3389, Pages 0320 through and including 0324, 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 16, 1998, and recorded in the Official Records Book 3389, Pages 0325 through and including 0327, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 11, 1998, recorded in Official Records Book 3389, Pages 0328 through and including 0330, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 500 Rosedale Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 12 AND THE WEST 1/2 OF LOT 11, BLOCK C, LAKE WAYMAN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 82 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-20-30-512-0C00-0120

(the "Property,") were made by **Calvin Kaufman and Vicki Kaufman**, 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
3/14/06
Calvin & Vicki Kaufman

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 rehabilitation assistance SHIP Mortgage (the "Mortgage") dated September 2, 2002, and recorded in Official Records Book 04511, Pages 1583 through and including 1584, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND NINE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$9,983.00) (the "Note"), dated September 2, 2002, and recorded in the Official Records Book 04511, Pages 1585 through and including 1587, Public Records of Seminole County, Florida, which encumbered the property located at 1800 Harding Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 5, LINCOLN HEIGHTS, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 45 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-514-0500-0020

(the "Property,") were made by **Leroy Nathan** and **Marion Nathan**, 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 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 surviving Owner has refinanced the Property within the six (6) year period; and

WHEREAS, the surviving Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the surviving 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 FIVE THOUSAND NINE HUNDRED EIGHTY-NINE AND 80/100 DOLLARS (\$5,989.80), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 2, 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__.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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
3/14/06
Leroy Nathan

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 September 17, 1996, and recorded in Official Records Book 3135, Pages 1969 through and including 1973, 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 September 17, 1996, and recorded in the Official Records Book 3135, Pages 1974 through and including 1976, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated June 19, 1996, recorded in Official Records Book 3135, Pages 1977 through and including 1979, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1821 Dorn Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 60, PALM POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69 THROUGH 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-514-0000-0600

(the "Property,") were made by **Michael C. White**, a single person, and **Ruby L. White**, a single person, (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 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 Owners did maintain the Property as their 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 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
3/1/06
Michel & Ruby White