

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Community Services DIVISION: Community Assistance

AUTHORIZED BY: Phillip C. Stalvey, Director CONTACT: David Medley, Manager EXT. 7384

Agenda Date 05/23/2006 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>
Yvonne D. Clinton	14-20-30-506-0H00-0110
Virginia Hall and Evelyn Alexander	36-19-30-524-0600-0050
Shannon J. Maurent and David Alvarado	32-20-30-512-0D00-0100
Loliesa Janine Redden	01-20-30-504-3600-0420
Terri Lee Walter	33-19-30-501-0000-0130
Joycelyn Michelle Wright	33-19-30-509-0000-6060

Four of the six clients listed above have satisfied the current affordability period residency requirements, thus qualifying for the loans to be forgiven. The remaining two clients refinanced their homes within the affordability period and have repaid their mortgages, resulting in \$50,010.00 being returned to the Affordable Housing Trust Fund.

Reviewed by:	
Co Atty:	
DFS:	_____
Other:	_____
DCM:	
CM:	
File No. – <u>ccscac02</u>	

**Staff Recommendation:**

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

Attachments: Satisfaction 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 May 19, 1997, and recorded in Official Records Book 3243, Pages 0380 through and including 0384, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated May 19, 1997, and recorded in the Official Records Book 3243, Pages 0385 through and including 0388, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated April 29, 1997, recorded in Official Records Book 3243, Pages 0389 through and including 0391, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 306 S. Sunland Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK H, SUNLAND ESTATES AMENDED PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 14-20-30-506-0H00-0110

(the "Property,") were made by **Yvonne D. Clinton**, a single woman, (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  
4/5/06  
Yvonne Clinton

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 13, 1996, and recorded in Official Records Book 3165, Pages 0195 through and including 0196, 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 13, 1996, and recorded in the Official Records Book 3165, Pages 0197 through and including 0202, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 13, 1996, recorded in Official Records Book 3165, Pages 0203 through and including 0205, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2409 S. Marshall Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK 6, 3RD 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.: 36-19-30-524-0600-0050

(the "Property,") were made by **Virginia Hall**, a single person and **Evelyn Alexander**, 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.  
  
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  
3/20/06  
Virginia Hall & Evelyn Alexander

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 downpayment assistance SHIP Mortgage (the "Mortgage") dated December 12, 1997, and recorded in Official Records Book 3347, Pages 0152 through and including 0157, 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 12, 1997, and recorded in the Official Records Book 3347, Pages 0158 through and including 0162, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated November 12, 1997, recorded in Official Records Book 3347, Pages 0163 through and including 0166, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 610 Rosedale Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 10 AND THE EAST 1/2 OF LOT 11, BLOCK D, LAKE WAYMAN HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 82 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-20-30-512-0D00-0100

(the "Property,") were made by **Shannon J. Maurent**, a single person, and **David Alvarado**, 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 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\_\_.

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  
4/5/06  
Shannon Maurent & David Alvarado

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**

**Know All Persons By These Presents:**

**WHEREAS**, a downpayment assistance SHIP Mortgage (the "Mortgage") dated April 13, 2005 and recorded in Official Records Book 5714, Pages 970 through and including 974, Public Records of Seminole County, Florida, in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) which encumbered the property located at 2549 Georgia Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 42, BLOCK 36, 4<sup>TH</sup> SECTION DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 01-20-30-504-3600-0420

(the "Property,") were made by **Loliesa Janine Redden**, 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 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

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

**WHEREAS**, the Owner has refinanced the Property within the ten (10) year period; and

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 30, 2006, pursuant to the terms of the Mortgage, Seminole County does hereby acknowledge full satisfaction of said Mortgage.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage 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  
4/5/06  
Loliesa Redden

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 HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, Seminole County HOME Program Homebuyer Program Assistance Agreement dated February 12, 1997 and recorded in Official Records Book 3236, pages 1802 through and including 1804, Public Records of Seminole County, Florida (the "Agreement") which encumbered the property located at 137 Fairway Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 18 FEET OF LOT 13 AND ALL OF LOT 14, TEE'N GREEN ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-19-30-501-0000-0130

(the "Property,") were made by **Terri Lee Walter**, a single woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said 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 Agreement; and

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least eight (8) years from the date of the Agreement, thus qualifying for forgiveness of the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreement,

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

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the 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  
4/5/06  
Terri Walter

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 October 1, 2004, and recorded in Official Records Book 5472, Pages 1096 through and including 1100, 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 October 1, 2004, and recorded in the Official Records Book 5472, Pages 1101 through and including 1104, Public Records of Seminole County, Florida, which encumbered the property located at 112 Dresdan Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 606, MAYFAIR MEADOWS PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGES 55 THROUGH 58 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-19-30-509-0000-6060

(the "Property,") were made by **Joycelyn Michelle Wright**, 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 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 Owner has sold the Property within the five (5) year period; and

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

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the 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 TEN AND NO/100 DOLLARS (\$10,010.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 15, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.  
  
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  
3/20/06  
Joycelyn Wright