

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY:  Dan T. Matthys CONTACT:  Annie Knight EXT. 7364

Agenda Date <u>05/24/2005</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

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, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$74,395.20 have been made to the Housing Trust Fund.

Reviewed by: 
Co Atty: _____
DFS: _____
Other: 
DCM: 
CM: 
File No. – <u>cpdc01</u>

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Alene Jones	11-21-31-503-0000-0480
2. Susan E. Connell	02-20-30-5GJ-0000-0820
3. Betty R. Higar	18-20-30-506-0000-1030
4. Princella Hardy	30-19-31-517-0B00-0020
5. Ovadis Ramirez & Enid Morales	15-21-29-510-0500-0190
6. Larry W. Moore, Sr. & Patsy Moore	27-19-30-501-0000-0050
7. Rosa M. Alvarez-Laboy	10-21-29-518-0000-2260
8. Charles A. Fryman, Jr.	22-19-30-5AD-0000-011H
9. Holly Carr	06-21-31-502-4400-0030
10. Alicia C. Grimaldi	11-20-30-509-0000-0390
11. Carlos & Marines Carrion	03-21-30-519-0000-0950
12. Barbara MacDonald	19-21-30-503-0600-0070
13. Katina N. Badger	31-19-31-505-0000-0340

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 November 5, 2002, and recorded in Official Records Book 04588, Pages 1061 through and including 1063, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$5,994.00) (the "Note"), dated November 5, 2002, and recorded in the Official Records Book 04588, Pages 1064 through and including 1065, Public Records of Seminole County, Florida, which encumbered the property located at 314 Wilson Avenue, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 48, LESS THE WEST 3 FEET, WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 37 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-503-0000-0480

(the "Property,") were made by **Alene Jones**, 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 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 Owner has refinanced the Property within the six (6) 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 FOUR THOUSAND SEVEN HUNDRED NINETY-FIVE AND 20/100 DOLLARS (\$4,795.20), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 11, 2005, 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.

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
4/1/05
Satisfaction-Alene Jones

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																														
<p align="center">GENERAL</p> <p>Parcel Id: 11-21-31-503-0000-0480 Tax District: V1-OVIEDO</p> <p>Owner: JONES ALENE Exemptions: 00-HOMESTEAD</p> <p>Address: PO BOX 620335</p> <p>City,State,ZipCode: OVIEDO FL 32762</p> <p>Property Address: 314 WILSON AVE</p> <p>Subdivision Name: WASHINGTON HEIGHTS</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$59,422</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$10,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$69,422</p> <p>Assessed Value (SOH): \$45,283</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$20,283</p> <p>Tax Estimator</p>																																																												
<p align="center">SALES</p> <p>Deed Date Book Page Amount Vac/Imp</p> <p>Find Comparable Sales within this Subdivision</p>		<p align="center">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$892</p> <p>2004 Tax Bill Amount: \$376</p> <p>Save Our Homes (SOH) Savings: \$516</p> <p>2004 Taxable Value: \$18,964</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																																												
<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>10,000.00</td> <td>\$10,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	10,000.00	\$10,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 48 (LESS W 3 FT) WASHINGTON HEIGHTS PB 3 PG 37</p>																																																
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																														

THE TITLE COMPANY OF MID FLORIDA, INC.

ESCROW ACCOUNT
435 DOUGLAS AVENUE #1505-H
ALTAMONTE SPRINGS, FL 32714

LIBERTY NATIONAL BANK
502 NORTH HWY. 17-92
LONGWOOD, FLORIDA 32750

63-1116/631

4150

4150

05-0224

PAY --Four Thousand Seven Hundred Ninety Five and 20/100 -----

TO THE
ORDER OF

DATE

AMOUNT

Dollars

March 11, 2005

\$ *****4,795.20

Seminole County Community Development


AUTHORIZED SIGNATURE

⑈004150⑈ ⑆06311169⑆ 11009144⑈06

THE TITLE COMPANY OF MID FLORIDA, INC.

4150

**** REAL ESTATE CLOSING ****

4150

Buyer/Borrower: Jones
Seller:
Lender: Equifirst Corporation
Property: 314 Wilson Avenue/Oviedo FL 32765 /
Settlement Date: March 7, 2005
Disbursement Date: March 11, 2005
Check Amount: \$4,795.20
Pay To: Seminole County Community Development
For:

681698

Closer/Responsible Party: Cathy Lynch

PAYOFF
GOOD THRU 3-21-05

11/18/2002 10:47:16 AM

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04588 PG 1061
CLERK'S # 2002972498
RECORDED 11/18/2002 10:47:16 AM
HTS DOC TAX 21.00

SHIP Rehabilitation Mortgage

Recorded into this 5th day of November, 2002,
RECORDED BY: I. K. Kipler
between Alex Jones, hereinafter referred to as "Owner," and Seminole County, a political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771 hereinafter "County."

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 (that existing housing) found upon such owned real property; said real property being located at: 314 Wilson Ave. Oviedo, Florida 32765. And said property being legally described as: Lot 48, Less the West 3 feet, Washington Heights, according to plat thereof as recorded in Plat Book 3, Page 37 of the 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 or 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 representatives, 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

FILE NUM 2002ST2458
OR BOOK 04588 PAGE 1062

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 unforgiven 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 unforgiven 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 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 NUM 2002572498
OR BOOK 04588 PAGE 1064

SHIP Deferred Payment Promissory Note

NAME: Alena Jones CASE NO. _____

AMOUNT: \$5994.00 DATE: 11-5-02

ADDRESS: 314 Wilcox Ave, Orlando, Florida 32765

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 Five thousand Nine Hundred Ninety Four and no/100 Dollars \$ 5994.00.

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 NUM 200207249A
OR BOOK 04588 PAGE 1055

Maria L. Randolph Alece Jones
Signature of Witness Signature of Owner

Maria L. Randolph Alece Jones
Print name Print name

Signature of Witness Signature of Owner

Print name Print name

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME personally appeared Alece Jones to me well known to be the person 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 5th day of November 2002.

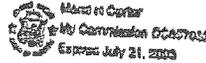
This instrument prepared by and return to:

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

Maroi H. Carter
(Notary Signature)

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

Seal



FILED IN ORIGINAL COPY

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 27, 2002, and recorded in Official Records Book 04348, Pages 1971 through and including 1975, 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 27, 2002, and recorded in the Official Records Book 04348, Pages 1976 through and including 1978, Public Records of Seminole County, Florida, which encumbered the property located at 103 Clear Lake Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 82, HIDDEN LAKE VILLAS, PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 3 THROUGH 6, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-5GJ-0000-0820

(the "Property,") were made by **Susan E. Connell**, 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 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 refinanced 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 AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 18, 2005, 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__.

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

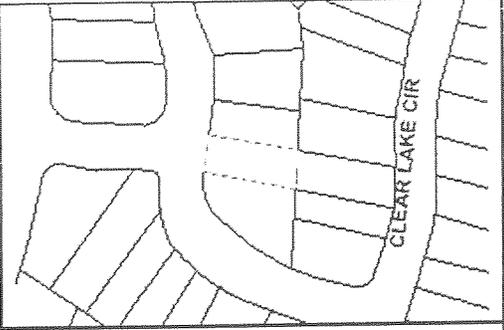
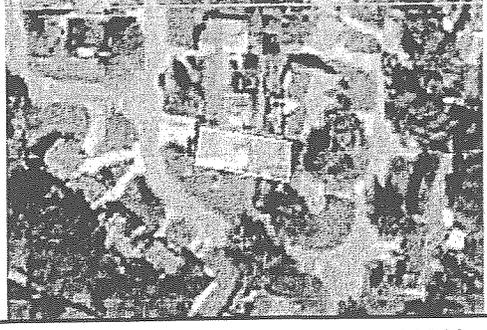
Date: _____

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
4/1/05
Satisfaction-Susan Connell

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																						
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 02-20-30-5GJ-0000-0820 Tax District: S1-SANFORD</p> <p>Owner: CONNELL SUSAN E Exemptions: 00-HOMESTEAD</p> <p>Address: 103 CLEAR LAKE CIR</p> <p>City,State,ZipCode: SANFORD FL 32773</p> <p>Property Address: 103 CLEAR LAKE CIR SANFORD 32773</p> <p>Subdivision Name: HIDDEN LAKE VILLAS PH 3</p> <p>Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$54,142</p> <p>Depreciated EXFT Value: \$515</p> <p>Land Value (Market): \$14,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$68,657</p> <p>Assessed Value (SOH): \$64,943</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$39,943</p> <p>Tax Estimator</p>																																				
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/2002</td> <td>04348</td> <td>1961</td> <td>\$76,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1998</td> <td>03557</td> <td>1107</td> <td>\$57,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1990</td> <td>02181</td> <td>0846</td> <td>\$54,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>08/1989</td> <td>02098</td> <td>0198</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1984</td> <td>01523</td> <td>1166</td> <td>\$43,900</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/2002	04348	1961	\$76,900	Improved	WARRANTY DEED	12/1998	03557	1107	\$57,900	Improved	WARRANTY DEED	05/1990	02181	0846	\$54,000	Improved	QUIT CLAIM DEED	08/1989	02098	0198	\$100	Improved	WARRANTY DEED	02/1984	01523	1166	\$43,900	Improved	<p style="text-align: center;">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$901</p> <p>2004 Tax Bill Amount: \$780</p> <p>Save Our Homes (SOH) Savings: \$121</p> <p>2004 Taxable Value: \$38,051</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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WARRANTY DEED	12/1998	03557	1107	\$57,900	Improved																																	
WARRANTY DEED	05/1990	02181	0846	\$54,000	Improved																																	
QUIT CLAIM DEED	08/1989	02098	0198	\$100	Improved																																	
WARRANTY DEED	02/1984	01523	1166	\$43,900	Improved																																	
<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>14,000.00</td> <td>\$14,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	14,000.00	\$14,000	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 82 HIDDEN LAKE VILLAS PH 3 PB 28 PGS 3 TO 6</p>																								
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1	SINGLE FAMILY	1984	6	1,020	1,322	1,020	CB/STUCCO FINISH	\$54,142	\$58,850																													
			Appendage / Sqft OPEN PORCH FINISHED / 16																																			
			Appendage / Sqft GARAGE FINISHED / 286																																			
EXTRA FEATURE																																						
Description		Year Blt	Units	EXFT Value	Est. Cost New																																	
ALUM SCREEN PORCH W/CONC FL		1990	121	\$515	\$1,029																																	
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																						

Fidelity First Title Corporation
Escrow Account
101 S. Wymore Road
Altamonte Springs, FL 32714

AMSOUTH BANK
63-466/631
No. 004803 05-5348
DATE Payoff of second Mortgage
Dollars

—Ten Thousand and 00/100—

PAY March 18, 2005 \$ *****10,000.00

TO THE ORDER OF **Seminole County Community Development**
1101 East 1st Street, Ste 3301
Sanford, Florida 32771

Cloner
AUTHORIZED SIGNATURE MP

⑈004803⑈ ⑆063104668⑆ 0041242580⑈

**** REAL ESTATE CLOSING ****

Buyer/Borrower: The Kenneth Leslie Connell
Seller: Connell
Lender:
Property: 103 Clear Lake Circle/Sanford FL 32773 /
Settlement Date: March 18, 2005
Disbursement Date: March 18, 2005
Check Amount: \$ 10,000.00
Pay To: Seminole County Community Development
For:
Payoff of second Mortgage

Closer/Responsible Party: SP

No. 004803

Seminole County Homeownership Assistance Program

SHIP Mortgage

THIS SHIP MORTGAGE is hereby made and entered into the 27th day of February 2002 by and between Susan Connell a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Mortgage Note of even date herewith (\$10,000), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

11
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY -CDBG
ATTN: LORI SOLITRO
1101 N. FIRST STREET
SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 04348 PG 1971
FILE NUM 2002844625

1 of 5

Return to:
FIDELITY NATIONAL TITLE
Agency Title Operations
850 N. Palmetto Court, Suite 150
Sanford, Florida 32761

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

COPY

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

Should the land remain owner-occupied and not be rented, leased or subleased for Five (5) years then this SHIP Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SHIP MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten Thousand Dollars (\$10,000) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

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

Susan E. Connell
Print Name:

Susan E. Connell
Print Name:

Print Name:

COPIED COPY

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of February, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Susan E Connell and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _____ as identification and who did/ did not take an oath.

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

Lorri A. McInnis

Name:
Notary Public
Serial Number
Commission Expires:



not a certified copy

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 82 Hidden Lake Villas PH3 PB 28 PGS 3 to 6

This is not a certified copy

Seminole County Homeownership Assistance Program

EXHIBIT "B"

SHIP MORTGAGE NOTE

AMOUNT: \$ 10,000

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Ten Thousand Dollars & 00/100 (\$10,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the SHIP Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

Return to:
FIDELITY NATIONAL TITLE
Agency Title Operations
380 Trafalgar Court, Suite 150
Maitland, Florida 32751

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY - CDBG
ATTN: LORI SOLITRO
1101 N. FIRST STREET
SANFORD, FL 32771

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Susan E Connell
Print Name:

Print Name:

Susan E Connell
Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of February, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Susan E Connell and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced as identification and who did/ did not take an oath.

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

Lorri A. Molnar

Name:
Notary Public
Serial Number
Commission Expires:



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 18, 2001, and recorded in Official Records Book 04244, Pages 0898 through and including 0902, 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 October 18, 2001, and recorded in the Official Records Book 04244, Pages 0903 through and including 0905, Public Records of Seminole County, Florida, which encumbered the property located at 947 Bird Bay Court, #103, Lake Mary, Florida 32746, the legal description and parcel identification for which are as follows:

UNIT 103, BUILDING 4D, HIDDEN VILLAGE CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1624, PAGE 1581 AND ANY AMENDMENTS THEREOF TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE DESCRIBED UNIT; SAID INSTRUMENTS BEING RECORDED AND SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-20-30-506-0000-1030

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

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

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

WHEREAS, the Owner has sold 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 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 TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 28, 2005, 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.

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
4/4/05
Satisfaction-Betty Higar

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505</p>																																												
<p>GENERAL</p> <p>Parcel Id: 18-20-30-506-0000-1030 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: HIGAR BETTY R Exemptions: 00-HOMESTEAD</p> <p>Address: 2602 FALLING ACORN CIR</p> <p>City,State,ZipCode: LAKE MARY FL 32746</p> <p>Property Address: 947 BIRD BAY #103 CT LAKE MARY 32746</p> <p>Subdivision Name: HIDDEN VILLAGE CONDO</p> <p>Dor: 04-CONDOMINIUM</p>		<p>2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$64,128</p> <p>Depreciated EXFT Value: \$600</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$64,728</p> <p>Assessed Value (SOH): \$58,894</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$33,894</p> <p>Tax Estimator</p>																																										
<p>SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>10/2001</td> <td>04244</td> <td>0878</td> <td>\$60,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>05/1993</td> <td>02585</td> <td>0238</td> <td>\$46,100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1992</td> <td>02518</td> <td>1976</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>10/1992</td> <td>02494</td> <td>0978</td> <td>\$1,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1990</td> <td>02161</td> <td>0104</td> <td>\$52,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1985</td> <td>01673</td> <td>1133</td> <td>\$56,900</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	10/2001	04244	0878	\$60,000	Improved	SPECIAL WARRANTY DEED	05/1993	02585	0238	\$46,100	Improved	WARRANTY DEED	10/1992	02518	1976	\$100	Improved	CERTIFICATE OF TITLE	10/1992	02494	0978	\$1,000	Improved	WARRANTY DEED	03/1990	02161	0104	\$52,900	Improved	WARRANTY DEED	09/1985	01673	1133	\$56,900	Improved	<p>2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$547</p> <p>2004 Tax Bill Amount: \$419</p> <p>Save Our Homes (SOH) Savings: \$128</p> <p>2004 Taxable Value: \$32,179</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																							
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Professional Title & Escrow, LLC

Colonial Bank

2-8765

File : 40821

Buyer : James D. Nedved; Katherine R. D. Nedved

Seller : Betty R. Higar

Legal Description : Unit 103, Hidden Village Condominiums

Property Address : 947 Bird Bay Court Lake Mary, FL 32746

(505) Payoff of second mortgage loan - \$25,000.00

Date

2/28/2005

Payable to: Seminole County Community
Development Office

Professional Title & Escrow, LLC

Colonial Bank

2-8765

Escrow Account
880 State Road 434 E
Longwood, FL 32750
(407) 830-6225

Longwood, Florida 32750

Date

2/28/2005

PAY

Pay Twenty Five Thousand and 00/100 Dollars

\$ ****\$25,000.00

TO
THE
ORDER
OF

Seminole County Community
Development Office
Ship Payoff
1101 East 1st Street, Suite 3301

(505) Payoff of second mortgage loan - \$25,000.00
File : 40821

Void after 90 days

⑈ 28765 ⑈ ⑆063113222⑆ 8035781999⑈

Printed on front

01520ZTT

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04244 PG 0898
CLERK'S # 2001792073
RECORDED 12/20/2001 12:45:23 PM
RECORDING FEES 37.50
RECORDED BY M No 1den

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 18th day of OCTOBER 2001 by and between Betty R. Higar, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 110 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$25,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERL HIGHT
230 N. WESTMONTRE DR., STEE1274
ALTAMONTE SPRS, FL 32714

Recorded To: UNIVERSAL LAND TITLE, INC.
2000 UNIVERSITY BLVD, SUITE 100
SANFORD, FLORIDA 32771

FILE NUM 2001792073
OR BOOK 04244 PAGE 0899

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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

FILE NUM 2001792073
OR BOOK 04244 PAGE 0900

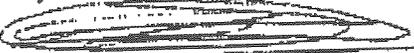
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of **Twenty Five Thousand Dollars and 00/100(\$25,000.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

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


Print Name: **JENNIFER WILLIAMS**


Print Name: **JOAN NUNES**

Print Name:

Print Name:


Print Name: **Betty R. Higer**
927 BIRCH BAY DRIVE #103 LAKE MARY, FL 32746

Print Name:

Print Name:

Print Name:

2007

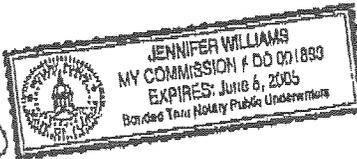
FILE NUM 2001792073
OR BOOK 04244 PAGE 0901

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18 day of OCTOBER, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BETTY R. HIGAN ^{and} [Signature], who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced [Signature] as identification and who did/ did not take an oath.

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

[Signature]
Name:
Notary Public
Serial Number
Commission Expires:



This is not a certified copy

FILE NUM 2001792073
OR BOOK 04244 PAGE 0902

EXHIBIT "A"

LEGAL DESCRIPTION

UNIT 103, BUILDING 4D, HIDDEN VILLAGE CONDOMINIUM A
Condominium, according to the Declaration of Condominium
thereof, as recorded in Official Record Book 1624, Page 1581;
and any amendments thereof; together with an undivided
interest in the common elements declared in said Declaration of
Condominium to be an appurtenance to the above described unit;
said instruments being recorded and said land situate, lying
and being in SEMINOLE County, Florida

This is not a certified copy

FILE NUM 2001792073
OR BOOK 04244 PAGE 0903

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$25,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Twenty Five Thousand Dollars & 00/100 (\$25,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

FILE NUM 2001792073
OR BOOK 04244 PAGE 0904

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

This instrument was prepared by:

AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERHSIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

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

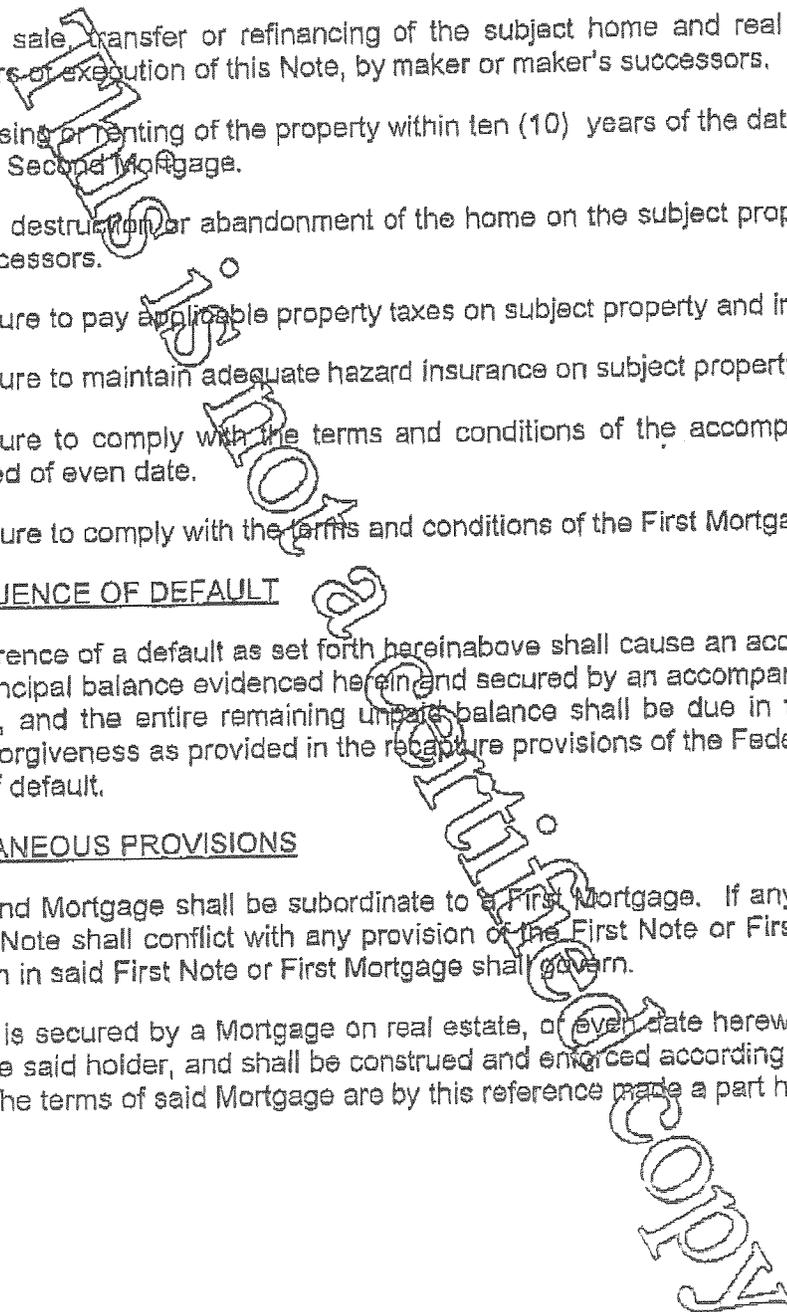
CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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



FILE NUM 2001792073
OR BOOK 04244 PAGE 0905

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

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

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

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

JENNIFER WILLIAMS
Print Name: JENNIFER WILLIAMS

Betty R. Higar
Print Name: Betty R. Higar

JOAN NUNEZ
Print Name: JOAN NUNEZ

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18 day of OCTOBER, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BETTY R. HIGAR and DRIVERS LICENSE who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced as identification and who did/ did not take an oath.

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



Name: _____
Notary Public
Serial Number _____
Commission Expires _____

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 November 16, 2000, and recorded in Official Records Book 3977, Pages 0071 through and including 0075, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$24,600.00) (the "Note"), dated November 16, 2000, and recorded in the Official Records Book 3977, Pages 0076 through and including 0079, Public Records of Seminole County, Florida, which encumbered the property located at 403 S. Orange Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK B, FELLOWSHIP ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 3 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 30-19-31-517-0B00-0020

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

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

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

WHEREAS, the Owner has sold 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 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 TWENTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$24,600.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 15, 2005, 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.

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
4/4/05
Satisfaction-Princella Hardy

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																										
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 30-19-31-517-0B00-0020 Tax District: S1-SANFORD</p> <p>Owner: HARDY PRINCELLA Exemptions: 00-HOMESTEAD</p> <p>Address: 403 ORANGE AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 403 ORANGE AVE S SANFORD 32771</p> <p>Subdivision Name: FELLOWSHIP ADD</p> <p>Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$22,493</p> <p>Depreciated EXFT Value: \$605</p> <p>Land Value (Market): \$6,942</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$30,040</p> <p>Assessed Value (SOH): \$30,040</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$5,040</p> <p style="text-align: right;">Tax Estimator</p>																								
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>11/2000</td> <td>03976</td> <td>0062</td> <td>\$55,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/2000</td> <td>03884</td> <td>1311</td> <td>\$44,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1997</td> <td>03264</td> <td>1303</td> <td>\$30,000</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	11/2000	03976	0062	\$55,000	Improved	WARRANTY DEED	07/2000	03884	1311	\$44,000	Improved	WARRANTY DEED	07/1997	03264	1303	\$30,000	Improved	<p style="text-align: center;">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$113</p> <p>2004 Tax Bill Amount: \$100</p> <p>Save Our Homes (SOH) Savings: \$13</p> <p>2004 Taxable Value: \$4,863</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																					
WARRANTY DEED	11/2000	03976	0062	\$55,000	Improved																					
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT & DEPTH</td> <td>60</td> <td>117</td> <td>.000</td> <td>130.00</td> <td>\$6,942</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	60	117	.000	130.00	\$6,942	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 2 BLK B FELLOWSHIP ADD PB 8 PG 3</p>												
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BUILDING INFORMATION																										
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																	
1	SINGLE FAMILY	1953	3	600	904	600	SIDING AVG	\$22,493	\$33,323																	
	Appendage / Sqft		OPEN PORCH UNFINISHED / 24																							
	Appendage / Sqft		ENCLOSED PORCH FINISHED / 80																							
	Appendage / Sqft		UTILITY UNFINISHED / 21																							
	Appendage / Sqft		CARPORT UNFINISHED / 179																							
EXTRA FEATURE																										
	Description	Year Blt	Units	EXFT Value	Est. Cost New																					
	WOOD UTILITY BLDG	1998	140	\$605	\$840																					
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																										

Check Number: 20383
Date: 02/15/05
File ID/Number: 5C01314
Client/ Matter: Sharp,David/Sharp,Laura
Ledger Comment:
Responsible Party: PAM

TAC: TCOF-LLC

Pay To: SHIP
Check Amount: \$ 24,600.00
Memo: Payoff of second Mortgage

ORIGINAL DOCUMENT PRINTED ON CHEMICALLY RESISTIVE PAPER WITH MICR PRINTED FOR DEBIT AND CREDIT TO YOUR ACCOUNT



ESCROW ACCOUNT
355 S. RONALD REAGAN BLVD. • LONGWOOD, FL 32750
PHONE: 407-629-7070



63-4/630

20383
NUMBER
5C01314
Payoff of second Mortgage

--Twenty Four Thousand Six Hundred and 00/100-----
DATE February 15, 2005 AMOUNT \$ *****24,600.00 Dollars

PAY TO THE ORDER OF SHIP
1101 EAST 1ST STREET, SUITE 3301
SANFAORD, FL 32771

Kelena Archer
MP

⑆063000047⑆ 003443805584⑈

5/4

Seminole County Homeownership Assistance Program Second Mortgage Deed

RECORDED & VERIFIED

THIS SECOND MORTGAGE DEED is hereby made and entered into the 16th day of NOVEMBER 2000 by and between Princella Hardy, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

00 DEC 21 AM 8:20

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

MARVANNIE MESSER
CLERK OF COUNTY COURT
SEMINOLE COUNTY, FL

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$24,600.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEMINOLE COUNTY

3377 0071

OFFICIAL RECORDS

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

24

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

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This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1874
ALTAMONTE SPGS, FL 32714

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

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0070
SERIALS
OFFICIAL RECORDS
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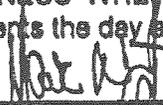
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Twenty Four Thousand and Six Hundred Dollars and 00/100(\$24,600.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

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



Print Name: **MARK WRIGHT**



Print Name: **JOAN NUNES**

Print Name:

Print Name:



Print Name: **Princella Hardy**

**403 ORANGE AVE
SANFORD, FL 32711**

Print Name:

Print Name:

Print Name:

3977 0073

OFFICIAL RECORDS
PAGE

SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2, BLOCK B, FELLOWSHIP ADDITION TO SANFORD FLORIDA,
according to the Plat recorded in Plat Book 8, Page 3, as
recorded in the Public Records of Seminole County, Florida;
said land situate, lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS
PAGE
3977 0075
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$24,600.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Twenty Four Thousand and Six Hundred Dollars & 00/100 (\$24,600.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

2977 0075

OFFICIAL RECORDS
PAGE

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
E.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
220 N. WESTMONTE DR., STE#1974
ALTAMONTE SPQR, FL 32714

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

9977 0077
SEMINOLE CO. FL
OFFICIAL RECORDS
JGE

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signature]
Print Name: **MARK WRIGHT**

Princella Hardy
Print Name: Princella Hardy
403 ORANGE AVE
SANFORD, FL 32711

[Signature]
Print Name: **JOAN HUNES**

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS
3977 0079
SEMINOLE CO., FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16th day of NOVEMBER, 1999 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PRINCELLA HARDY, A SINGLE PERSON who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/ did not take an oath.

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

[Signature]
Name: **MARK A. WRIGHT**
Notary Public
Serial Number
Commission Expires:

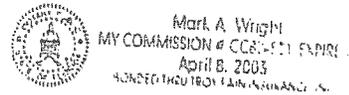


EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 2, BLOCK B, FELLOWSHIP ADDITION TO SANFORD FLORIDA,
according to the Plat recorded in Plat Book 8, Page 3, as
recorded in the Public Records of Seminole County, Florida;
said land situate, lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS
PAGE
3977 0079
SEMINOLE CO., FL

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 June 27, 2002, and recorded in Official Records Book 04461, Pages 0755 through and including 0758, 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 June 27, 2002, and recorded in the Official Records Book 04461, Pages 0759 through and including 0761, Public Records of Seminole County, Florida, which encumbered the property located at 3512 Clemson Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK 5, WEATHERSFIELD FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 AND 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 15-21-29-510-0500-0190

(the "Property,") were made by Ovadis Ramirez and Enid Morales (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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 18, 2005, 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.

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
4/4/05
Satisfaction Ramirez-Morales

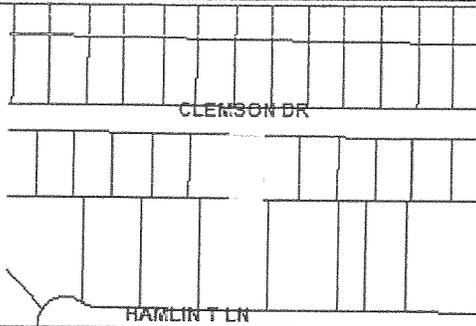
PARCEL DETAIL

DAVID JOHNSON, CFA, ASA

PROPERTY APPRAISER

SEMINOLE COUNTY FL

1101 E. FIRST ST
 SANFORD, FL 32771-1468
 407-655-7505



GENERAL

Parcel Id: 15-21-29-510-0500-0190 Tax District: 01-COUNTY-TX DIST 1
 Owner: RAMIREZ OVADIS & Exemptions: 00-HOMESTEAD
 Own/Addr: MORALES ENID
 Address: 351 CLEMSON DR
 City,State,ZipCode: ALTAMONTE SPRINGS FL 32714
 Property Address: 351 CLEMSON DR ALTAMONTE SPRINGS 32714
 Subdivision Name: WEATHERSFIELD 1ST ADD
 Dor: 01-SINGLE FAMILY

2005 WORKING VALUE SUMMARY

Value Method: Market
 Number of Buildings: 1
 Depreciated Bldg Value: \$57,947
 Depreciated EXFT Value: \$538
 Land Value (Market): \$17,500
 Land Value Ag: \$0
 Just/Market Value: \$75,985
 Assessed Value (SOH): \$69,216
 Exempt Value: \$25,000
 Taxable Value: \$44,216
 Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	06/2002	04461	0746	\$91,000	Improved
QUIT CLAIM DEED	12/1997	03350	0078	\$100	Improved
WARRANTY DEED	01/1975	01042	1811	\$20,000	Improved

Find Comparable Sales within this Subdivision

2004 VALUE SUMMARY

Tax Value(without SOH): \$876
 2004 Tax Bill Amount: \$725
 Save Our Homes (SOH) Savings: \$151
 2004 Taxable Value: \$42,925
 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	17,500.00	\$17,500

LEGAL DESCRIPTION PLAT

LEG LOT 19 BLK 5 WEATHERSFIELD FIRST ADD PB 12 PG 66

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1959	5	1,055	1,618	1,055	CONC BLOCK	\$57,947	\$78,307
	Appendage / Sqft			OPEN PORCH UNFINISHED / 56					
	Appendage / Sqft			CARPORT UNFINISHED / 260					
	Appendage / Sqft			UTILITY UNFINISHED / 91					
	Appendage / Sqft			UTILITY FINISHED / 156					

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
WOOD DECK	1994	192	\$538	\$960

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

GulfAtlantic Title

a division of
LAWYERS TITLE INSURANCE CORPORATION

WARNING: ORIGINAL
DOCUMENT HAS AN
ARTIFICIAL WATERMARK
ON REVERSE SIDE.

63-1
630

034732

FILE Jose Martinez
Re: NAME 351 Clemson Drive

FILE NUMBER
0500799

DATE
02/18/05

DOLLARS CENTS
10,000.00

PAY ****TEN THOUSAND DOLLARS AND NO CENTS

DOLLARS

TO THE ORDER OF Seminole County

VOID AFTER 120 DAYS
ESCROW ACCOUNT

Jernise Ruongait
AUTHORIZED SIGNATURE

Alde J
AUTHORIZED COUNTERSIGNATURE

WACHOVIA

⑈034732⑈ ⑆063000021⑆ 2000007803567⑈

Payoff of second mortgage

10,000.00

034732

RE: Jose Martinez

TOTAL: \$ *****10,000.00

FILE NUM 2002904458
OR BOOK 04461 PAGE 0766

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

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

Should the land remain owner-occupied and not be rented, leased or subleased for five (5) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan

FILE NUM 2002908858
OR BOOK 04461 PAGE 6757

amount of Ten Thousand 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

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

[Signature]
Signature: Witness

SANDRA A. CARROLL

Print Name: Witness

[Signature]
Signature: Witness

Rose Marie

Print Name: Witness

[Signature]
Signature: Owner

Ovadia Ramirez

[Signature]
Signature: Owner

Enid Morales

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of June, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ovadia Ramirez and Enid Morales who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced passports as identification and who did/ did not take an oath.

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

[Signature]

Name:
Notary Public
Serial Number
Commission Expires:



FILE NUM 200290858
OR BOOK 04461 PAGE 0758

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 19 Block 5 Weathersfield First Add PB 12 PG 66

This is not a certified copy

FILE NUM 2002906656
OR BOOK 04461 PAGE 0759

Seminole County S.H.I.P. Homeownership Assistance
Program
EXHIBIT "B"
S.H.I.P. MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of five (5) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

Original Copy

FILE NUM 2002508858
OR BOOK 04461 PAGE 0760

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY COMMUNITY
DEVELOPMENT OFFICE
ATTN: LORI SOLITRO
1101 N. FIRST STREET
SANFORD, FL 32771

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

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

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

FILE NUM 2002008658
OR BOOK 04461 PAGE 0761

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

[Signature]
Signature: Witness

SHARON A. CARROLL

Print Name: Witness

Signature: Owner

[Signature]

Enid Morales

[Signature]
Signature: Witness

[Signature]

Print Name: Witness

Signature: Owner

[Signature]

Gracie Ramirez

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 23rd day of June, 2002 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gracie Ramirez and Enid Morales who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced [Signature] as identification and who did/ did not take an oath.

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

[Signature]

Name:
Notary Public
Serial Number
Commission Expires



NOTARY PUBLIC

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 August 19, 1996, and recorded in Official Records Book 3127, Pages 1857 through and including 1861, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated August 29, 1996, and recorded in the Official Records Book 3127, Pages 1862 through and including 1864, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated July 31, 1996, recorded in Official Records Book 3127, Pages 1865 through and including 1867, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2981 W. Airport Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, WALTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 13 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 27-19-30-501-0000-0050

(the "Property,") were made by **Larry W. Moore Sr. and Patsy Moore**, 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 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 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

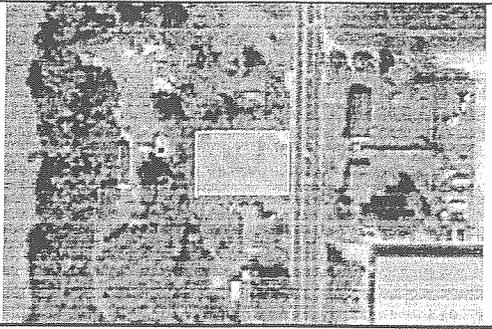
Date: _____

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
4/5/05
Satisfaction-Larry and Patsy Moore

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																		
<p align="center">GENERAL</p> <p>Parcel Id: 27-19-30-501-0000-0050 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: MOORE LARRY W SR Exemptions: 00-HOMESTEAD</p> <p>Address: 2981 W AIRPORT BLVD</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 2981 AIRPORT BLVD W SANFORD 32771</p> <p>Subdivision Name: WALTER SUBD</p> <p>Dor: 01-SINGLE FAMILY</p>		<p>2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$44,642</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$7,776</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$52,418</p> <p>Assessed Value (SOH): \$41,645</p> <p>Exempt Value: \$30,000</p> <p>Taxable Value: \$11,645</p> <p>Tax Estimator</p>																																																
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>10/1996</td> <td>03202</td> <td>1650</td> <td>\$23,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1996</td> <td>03127</td> <td>1848</td> <td>\$46,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1994</td> <td>02805</td> <td>1345</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1993</td> <td>02805</td> <td>1343</td> <td>\$22,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1993</td> <td>02805</td> <td>1341</td> <td>\$22,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1989</td> <td>02069</td> <td>1288</td> <td>\$60,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>01/1975</td> <td>01044</td> <td>0236</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	10/1996	03202	1650	\$23,900	Improved	WARRANTY DEED	08/1996	03127	1848	\$46,500	Improved	WARRANTY DEED	02/1994	02805	1345	\$100	Improved	WARRANTY DEED	10/1993	02805	1343	\$22,300	Improved	WARRANTY DEED	07/1993	02805	1341	\$22,300	Improved	WARRANTY DEED	05/1989	02069	1288	\$60,000	Improved	QUIT CLAIM DEED	01/1975	01044	0236	\$100	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$389</p> <p>2004 Tax Bill Amount: \$176</p> <p>Save Our Homes (SOH) Savings: \$213</p> <p>2004 Taxable Value: \$10,432</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																		

KARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

887535

96 SEP 10 PM 2:40



Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
29th day of August 1996 by and between Larry W Moore Sr.
and Patay Moore, husband & wife, hereinafter referred to the "Mortgagor" and Seminole
County, a political subdivision of the State of Florida, whose address is 1101 East First
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$ 3,000.00), hereinafter described, the Mortgagor hereby grants,
bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the
certain land of which the Mortgagor is now seized and in possession situated in
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by
and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

2-9
8-30 RETURN TO: 76-4678
AMERICAN PIONEER TITLE INS
700 E. SEMORAN BLVD # 109-A
CASSELBERRY, FL 32707

FORMAL (MTRC)

SP100

32
25.7
Prepared by: SHIP K. LLOYD
Return to: SHIP K. LLOYD
505 Wekiva Springs Rd., Ste. 800
Longwood, Florida 32779
File No. 96-0119

3127 1857
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK

sat

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or x thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR x THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT.** Mortgagor shall repay the loan amount of ~~Three thousand dollars~~ 600/100 dollars (\$ 3,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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

[Signature]
Print Name: LARRY W. MOORE

[Signature]
Print Name: Larry W Moore Sr

[Signature]
Print Name: T.R. CIRIANI

[Signature]
Print Name: Patsy Moore
2961 Airport Blvd. West
Sanford, FL 32771

Print Name: _____

Print Name: _____

OFFICIAL RECORDS BOOK

127 185 9



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 20th day of August, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared LARRY W. MOYRE, SR.
and PAISY MOYRE who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced [Signature] as identification and who
did not take an oath.

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

[Handwritten Signature]

Name
Notary Public
Serial Number
Commission



OFFICIAL RECORDS
BOOK
3127
186D
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of ~~Three Thousand Dollars & 00/100~~ (\$ 3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

3 127
SEMINOLE
OFFICIAL RECORDS
BOOK

Seminole County Homeownership Assistance Program



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

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3127 1863
OFFICIAL RECORDS
BOOK

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

Seminole County Homeownership Assistance Program



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

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2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

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3127 1863

OFFICIAL RECORDS BOOK

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

3127 1865
SEMINOLE CO. FL
OFFICIAL PROGRAMS
BOOK

Applicant(s): Larry W Moore Sr & Patsy Moore

Property Address: 2981 Airport Blvd.
Sanford, Fl 32771

This Agreement is entered into this 31st day of July, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Larry W Moore Sr & Patsy Moore (hereinafter "HOMEBUYER").

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 Act (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 homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce 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 a second mortgage note and deed 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 2,300.00 at 0% 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/hers/their principal residence and that, at the time of application and approval, his/hers/their annual income does not exceed eighty percent (80%) 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 or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

HP232

9/28/99

For/Under the program

Prepared by: JUDITH K. LLOYD
Return for Advanced Title Services
505 Wekiva Springs Rd., Ste. 800
Longwood, Florida 32779
File No. 96-5119

SEMINOLE COUNTY FLA.
RECORDED & VERIFIED
96 SEP 10 PM 2:40

ARVANKA MORSE,
CLERK OF CIRCUIT COURT
887536

Subor.
on
Self

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition

Not Applicable (activity funded in downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).

- d) 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.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER 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.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER 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.

127 1866
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK

The COUNTY and HOMEBUYER 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 Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) twenty (20) or thirty (30) years, as applicable.

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 HOMEBUYER 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.

OFFICIAL RECORDS
BOOK
3127 1867
SEMINOLE CO. FL

WITNESS

Marylou Mantaris
Marylou Mantaris

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 8/6/96

WITNESSES

Judith K. Lays
Judith K. Lays

T. R. Chiriani

HOMEBUYER

LARRY W. MOORE & PATSY H. MOORE
LARRY W. MOORE SR. PATSY H. MOORE
Date: 7-31-96

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 5th day of July, 1996, by LARRY W. MOORE & PATSY H. MOORE who is personally known to me or who has produced LARRY W. MOORE - 52-53-36-0 as identification.
PATSY H. MOORE - 608-52-598-0

B.K. Fenstermaker
Print Name B.K. FENSTERMAKER

Notary Public in and for the County and State Aforementioned.

My commission expires: 4-26-2000



B.K. FENSTERMAKER
My Commission CC#00408
Expires Apr. 26, 2000

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 June 14, 1996, and recorded in Official Records Book 3096, Pages 0735 through and including 0739, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,700.00) (the "Note"), dated June 14, 1996, and recorded in the Official Records Book 3096, Pages 0740 through and including 0742, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 11, 1996, recorded in Official Records Book 3096, Pages 0743 through and including 0745, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 446 Gallberry Street, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 226, OAKLAND VILLAGE, SECTION FOUR, PHASE III,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
30, PAGE 40 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

Parcel Identification No.: 10-21-29-518-0000-2260

(the "Property,") were made by Rosa M. Alvarez-Laboy, 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 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
4/4/05
Satisfaction-Rosa Alvarez Laboy

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																
<p align="center">GENERAL</p> <p>Parcel Id: 10-21-29-518-0000-2260 Tax District: A2-ALTAMONTE-REDVDST</p> <p>Owner: LABOY ROSA M A Exemptions:</p> <p>Address: 817 ASH LN</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32714</p> <p>Property Address: 446 GALLBERRY ST ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: OAKLAND VILLAGE SEC 4 PH 3</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$48,003</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$13,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$61,003</p> <p>Assessed Value (SOH): \$61,003</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$61,003</p> <p>Tax Estimator</p>																														
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>06/1996</td> <td>03096</td> <td>0725</td> <td>\$42,500</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>03/1995</td> <td>02894</td> <td>1355</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>12/1994</td> <td>02863</td> <td>0844</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1985</td> <td>01617</td> <td>0004</td> <td>\$56,000</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	06/1996	03096	0725	\$42,500	Improved	CERTIFICATE OF TITLE	03/1995	02894	1355	\$100	Improved	CERTIFICATE OF TITLE	12/1994	02863	0844	\$100	Improved	WARRANTY DEED	02/1985	01617	0004	\$56,000	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>2004 Tax Bill Amount: \$1,206</p> <p>2004 Taxable Value: \$61,264</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																											
SPECIAL WARRANTY DEED	06/1996	03096	0725	\$42,500	Improved																											
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<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>13,000.00</td> <td>\$13,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	13,000.00	\$13,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 226 OAKLAND VILLAGE SEC 4 PH 3 PB 30 PG 40</p>																		
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<p align="center">BUILDING INFORMATION</p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1984</td> <td>6</td> <td>956</td> <td>1,008</td> <td>956</td> <td>WD/STUCCO FINISH</td> <td>\$48,003</td> <td>\$52,177</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft OPEN PORCH FINISHED / 52</td> </tr> </tbody> </table>		Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1984	6	956	1,008	956	WD/STUCCO FINISH	\$48,003	\$52,177				Appendage / Sqft OPEN PORCH FINISHED / 52							
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			Appendage / Sqft OPEN PORCH FINISHED / 52																													
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																

note + mtg
465
7412

39/3

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made, and entered into the 14th day of June 1996 by and between Rosa M Alvarez-Laboy, a single and n/a hereinafter referred to the "Mortgagor" and Seminole person County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 2,700.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee of the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida; viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 169.165(1)(c), FLORIDA STATUTES

This instrument was prepared by and return to:
Elaine L. Berlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
56 JUL -5 AM 0:14

MARYANNE MORSE
CLERK OF CIRCUIT COURT
860903

OFFICIAL RECORDS
BOOK 3095
PAGE 0725
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

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Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or X _____ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Twenty Seven Hundred and 00/100 dollars (\$ 2,700.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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

Shawn Williams

Print Name: SHAWN E. WILLIAMS

Rosa M. Alvarez Leboy

Print Name: ROSA M ALVAREZ-LEBOY

Peggy Mason

Print Name: PEGGY MASON

Print Name: _____

Print Name: _____

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BOOK PAGE

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of JUNE, 1994
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared ROSA E. ALVAREZ-CAROT
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did
did not take an oath.

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

Sharon Williams

Name: SHARON L. WILLIAMS
Notary Public
Serial Number _____
Commission Expires: _____



3096 07
SEMINOLE CO. FL
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BOOK PAGE

Seminole County Homeownership Assistance Program



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 226, OAKLAND VILLAGE, SECTION FOUR, PHASE III, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 40, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE CO. FL

3096 0739

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SPRINGFIELD

Seminole County Homeownership Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$2,700.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Twenty Seven Hundred and 00/100---(\$2,700.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ ten (10), _____ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to _____ ten (10) _____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

12 FEBRUARY 2005

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Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 169.186(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coord. Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3096 0711
SEMINOLE CO. FL
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CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

Seminole County Homeownership Assistance Program



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

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

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

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

Rosa M. Alvarez-Labor

Print Name: Shawn Williams

Print Name: Rosa M Alvarez-Labor

Witness
Signature E. WILLIAMS

Print Name: Beggy Mason

Print Name: _____

Witness
Signature _____

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
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3096 0742
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of JUNE, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROSA M. ALVAREZ-LABOR and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSES as identification and who did not take an oath.

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

Shawn Williams

Name: SHAWN L. WILLIAMS
Notary Public
Serial Number
Commission Expires:



13/2

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Rosa M. Alvarez-Laboy
Property Address: 446 Gallberry Street
Altamonte Springs, FL 32714

This Agreement is entered into this 11th day of May, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Rosa M. Alvarez-Laboy (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1980, 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 1982 and the Multifamily Property Disposition Reform Act of 1984; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements set forth in 24 CFR Part 82 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 a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the encumbered unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 2,700.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the encumbered unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 82 Subpart F, as follows:

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

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

Formal title information

66

RFP282

32606

PREPARED BY & RETURN TO:
Seminole County, Inc.
BROKERS TITLE OF SEMINOLE COUNTY, INC.
1000 WEST PALM AVENUE, SUITE 102
WEST PALM BEACH, FLORIDA 33411

3096
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

MARYANNE HORSE
CLERK OF CIRCUIT COURT
860904

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
96 JUL -5 AM 9:14

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

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 Housing Quality Standards (HQ6) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/inspected ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) 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.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12872 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of each closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER 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.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

3096 0744
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

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 14, 1996, and recorded in Official Records Book 3047, Pages 1074 through and including 1078, 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 14, 1996, and recorded in the Official Records Book 3047, Pages 1079 through and including 1082, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 20, 1996, recorded in Official Records Book 3047, Pages 1083 through and including 1085, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2608 Narcissus Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 125 FEET OF LOT 11 (LESS THE WEST 80 AND LESS THE EAST 160 FEET), FLORIDA LAND AND COLONIZATION COMPANY'S CELERY PLANTATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 129 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 22-19-30-5AD-0000-011H

(the "Property,") were made by Charles A. Fryman, Jr., 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 his 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 his 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, his 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
4/4/05
Satisfaction-Charles Fryman

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>																																																														
<p align="center">GENERAL</p> <p>Parcel Id: 22-19-30-5AD-0000-011H Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: FRYMAN CHARLES A JR Exemptions: 00-HOMESTEAD</p> <p>Address: 2608 NARCISSUS AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 2608 NARCISSUS AVE SANFORD 32771</p> <p>Subdivision Name: FLA LAND + COLONIZATION COMPANYS CELERY PLANTATION</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$72,739</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$12,555</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$85,294</p> <p>Assessed Value (SOH): \$68,617</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$43,617</p> <p>Tax Estimator</p>																																																												
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																														

OFFICIAL RECORD PAGE
BOOK PAGE

3947 1074

SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



AP
6.50

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
14th day of March 1995 by and between Charles A. Fryman, Jr., a
and n/a hereinafter referred to the "Mortgagor" and Seminole single
County, a political subdivision of the State of Florida, whose address is 1101 East First person
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$ 3,500.00), hereinafter described, the Mortgagor hereby grants,
bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the
certain land of which the Mortgagor is now seized and in possession situated in
Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:
MARK WRIGHT
KAMPE TITLE AND GUARANTY CORPORATION
200 WEST FIRST STREET
SANFORD, FLORIDA 32771

HARYANNE ROUSE
CLERK OF CIRCUIT COURT

819621

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED
95 MAR 20 AM 11:45

This instrument was prepared by Kampf Title and
Guaranty Corp., 200 West First Street, Sanford, Florida,
as a necessary incident to the fulfillment of conditions
contained in a Title Insurance Commitment issued by it.

0228

OFFICIAL RECORDS BOOK PAGE 1075
 7947 1075
 CENTIMBLE CO. FLA.
 Seminole County Homeownership Assistance Program

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS
BOOK PAGE

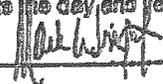
3717 1076

Seminole County Homeownership Assistance Program  SCHEIDT CO. FL.

occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ five (5) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ FIVE (5) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five thousand & 00/100 dollars (\$ 3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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


Print Name: MARK WRIGHT


Print Name: Charles A. Fryman, Jr.


Print Name: SUSIE SMITH

2608 NARCISSUS AVENUE
SANFORD, FLORIDA 32771
Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK PAGE

3067 1077

SEMINOLE CO. FL.



Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of MARCH, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES A. FRYMAN, JR. and n/a, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

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

Name: MARK WRIGHT

Notary Public

Serial Number GC 439144

Commission Expires: 3/12/09



MARK WRIGHT
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 3/12/09

KAMPF TITLE & GUARANTY CORP.
P.O. BOX 1359, 205 W. FIRST STREET
SANFORD, FLORIDA 32771

OFFICIAL RECORDS
BOOK PAGE

2067 1078

Seminole County Homeownership Assistance Program SEMINOLE CO. FL.



EXHIBIT 'A'

LEGAL DESCRIPTION

Schedule A

The South 125 feet of Lot 11, (less the West 80 feet and less the East 160 feet), FLORIDA LAND AND COLONIZATION COMPANY'S CELERY PLANTATION, according to the Plat thereof as recorded in Plat Book 1, Page 129, of the Public Records of Seminole County, Florida.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

BOOK PAGE

3047 1079

SEMINOLE CO. FL.



Seminole County Homeownership Assistance Program

COPY

**EXHIBIT "B"
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Hundred & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

This instrument was prepared by Karpel Title and Title Insurance Company, Inc. of Sanford, Florida, and is subject to the terms, conditions and covenants contained in a Title Insurance Commitment issued by it.

OFFICIAL RECORDS
BOOK PAGE

3017 1080

SEMINOLE CO. FL.

Schedule A

The South 125 feet of Lot 11, (less the West 80 feet and less the East 160 feet), FLORIDA LAND AND COLONIZATION COMPANY'S CELERY PLANTATION, according to the Plat thereof as recorded in Plat Book 1, Page 129, of the Public Records of Seminole County, Florida.

File No: 38112

OFFICIAL RECORD PAGE
BOOK PAGE

3047 1081

Seminole County Homeownership Assistance Program SEMINOLE CO. FL. 

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 193.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:
MARK WRIGHT
KANPE TITLE AND GUARANTY CORPORATION
200 WEST FIRST STREET
SARASOTA, FLORIDA 34271

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

OFFICIAL RECORDS BOOK PAGE

1047 1082

Seminole County Homeownership Assistance Program SEMINOLE CO. FL.



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

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

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

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

[Signature]
Print Name: MARK WRIGHT

[Signature]
Print Name: Charles A Fryman, Jr.

[Signature]
Print Name: SUSIE SMITH

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of MARCH, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES A. FRYMAN, JR. and s/s, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVER'S LICENSE as identification and who did/did not take an oath.

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

[Signature]
Name: MARK WRIGHT
Notary Public

Seal Number CC 439144
Commission Expires: 3/2/99

MARK WRIGHT
NOTARY PUBLIC
March 2, 1999
FLORIDA HOMEOWNERSHIP ASSISTANCE, INC.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4500 South Highway 17-92
Casselberry, FL 32707

KAMPE TITLE & GUARANTY CORP.
P.O. BOX 1014, 200 W. FIRST STREET
GAINESVILLE, FLORIDA 32601

OFFICIAL RECORDS
BOOK PAGE

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT SEMINOLE CO. FL.
9047 1083

Applicant(s): Charles A. Fryman, Jr.

Property Address: 2608 Narcissus Ave.

Sanford, FL 32771

This Agreement is entered into this 22nd day of February, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Charles A. Fryman, Jr. (hereinafter "HOMEBUYER").

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 homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 62 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 a second mortgage note and deed 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 3,500.00 at 0% 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state resident.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 62 Subpart F, as follows:

(a) The HOMEBUYER(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 eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS
BOOK PAGE
3947 1084

The HOMEBUYER shall maintain the property, including payment of homeowner insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/accrued ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) 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.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER 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.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

BOOK PAGE

3047 1085

The COUNTY and HOMEBUYER 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 Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of five (5), twenty (20) or thirty (30) years, as applicable.

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 HOMEBUYER 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 Vera Martzaris
MARY VERA MARTZARIS

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

WITNESSES

Sharon J. Bartow
ELAINE L. BARTOW

Date: 3/1/96

HOMEBUYER

Charles A. Fryman SR.
Date: 2/28/96

STATE OF Florida)
COUNTY OF DeSoto)

The foregoing instrument was acknowledged before me this 28th day of February 1996 by Charles A. Fryman SR, who is personally known to me or who has produced Drivers License as identification.

Notary Public in and for the County and State Aforesaid.

My commission expires: 12-17-96



Prepared by:
Elaine L. Bartow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

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 3, 1996, and recorded in Official Records Book 3071, Pages 0036 through and including 0040, 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 3, 1996, and recorded in the Official Records Book 3071, Pages 0041 through and including 0043, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 26, 1996, recorded in Official Records Book 3071, Pages 0044 through and including 0046, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 604 N. Casa Park Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 3, (LESS THE NORTH 1 FT) AND THE NORTH 1 FT OF LOT 4, BLOCK 44, CASA PARK VILLAS PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 06-21-31-502-4400-0030

(the "Property,") were made by **Holly Carr**, 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 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 United States Department of Housing and Urban Development ("HUD") regulations and 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

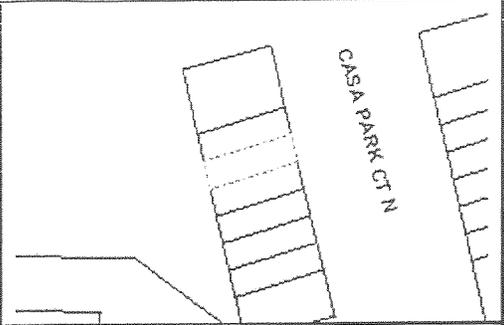
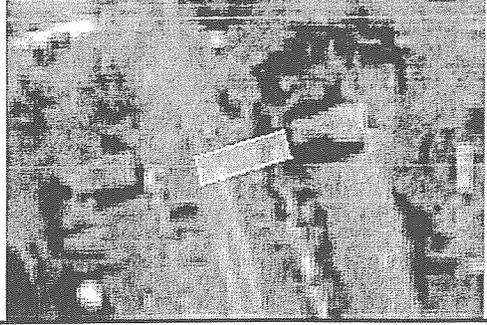
Date: _____

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
4/4/05
Satisfaction-Holly Carr

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505</p>																																
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 06-21-31-502-4400-0030 Tax District: W1-WINTER SPRINGS</p> <p>Owner: CARR HOLLY Exemptions: 00-HOMESTEAD</p> <p>Address: 604 CASA PARK CT N</p> <p>City,State,ZipCode: WINTER SPRINGS FL 32708</p> <p>Property Address: 604 CASA PARK CT N WINTER SPRINGS 32708</p> <p>Subdivision Name: CASA PARK VILLAS PH 2</p> <p>Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;">2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$66,474</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$12,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$78,474</p> <p>Assessed Value (SOH): \$44,320</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$19,320</p> <p style="text-align: center;">Tax Estimator</p>																														
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>04/1996</td> <td>03071</td> <td>0024</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>04/1996</td> <td>03071</td> <td>0023</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>09/1995</td> <td>02968</td> <td>0690</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1985</td> <td>01679</td> <td>0567</td> <td>\$56,500</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	04/1996	03071	0024	\$100	Improved	QUIT CLAIM DEED	04/1996	03071	0023	\$100	Improved	CERTIFICATE OF TITLE	09/1995	02968	0690	\$100	Improved	WARRANTY DEED	10/1985	01679	0567	\$56,500	Improved	<p style="text-align: center;">2004 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$875</p> <p>2004 Tax Bill Amount: \$337</p> <p>Save Our Homes (SOH) Savings: \$538</p> <p>2004 Taxable Value: \$18,029</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																											
SPECIAL WARRANTY DEED	04/1996	03071	0024	\$100	Improved																											
QUIT CLAIM DEED	04/1996	03071	0023	\$100	Improved																											
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>12,000.00</td> <td>\$12,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	12,000.00	\$12,000	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 3 (LESS N 1 FT) & N 1 FT OF LOT 4 BLK 44 CASA PARK VILLAS PH 2 PB 30 PGS 97 & 98</p>																		
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LOT	0	0	1.000	12,000.00	\$12,000																											
BUILDING INFORMATION																																
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																							
1	SINGLE FAMILY	1985	5	544	1,108	1,088	WD/STUCCO FINISH	\$66,474	\$71,864																							
			Appendage / Sqft			UTILITY FINISHED / 20																										
			Appendage / Sqft			UPPER STORY FINISHED / 544																										
<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																

4576.00

407 665 1130

Annie Knight X7364

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into this 1st day of May 1986 by and between Holly Carr, a single person and h/s hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771. hereinafter referred to as the "Mortgagee."

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

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagee is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor in lawfully seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.166(1)(b) FLORIDA STATUTES

This instrument was prepared by and return to: Etaine L. Barlow, State Executive Comm. Seminole County Chapter of Commerce 4550 South Highway 17-92 Casselberry, FL 32707

RECORDS SECTION
BOOK PAGE
1071 0036

18
11/10/86
12/18/86

09177
HAWAIIAN STREET
CLERK OF COUNTY COURT

9611-9
SEMINOLE COUNTY
RECORDS & CURATOR

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for
 (check applicable) ten (10) years, twenty (20) years, or thirty (30) years
 if used in conjunction with FHA financing, then the
 Second Mortgage shall be forgiven in full and a release filed in the public records of
 Seminole County, Florida. Should this aforementioned provision be violated, a default
 shall be declared, and the entire amount shall be immediately due and payable. ~~THE~~
 FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE,
 IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN
TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY
(30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the
 loan amount of Three Five Hundred & 00/100 dollars (\$ 3,500.00) to Mortgagee in
 full less any available forgiveness as provided in the respective provisions of the
 Federal regulations in effect at the time of default.

OFFICIAL RECORDS
BOOK PAGE

This Mortgage shall be subordinate to a valid purchase money First Mortgage on
 this land, subject to the notification and approval of Mortgagee.

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

[Signature]
 Print Name: Robert E. Moore

[Signature]
 Print Name: Kelly Carr

[Signature]
 Print Name: _____

104 EAST PARK COURT SUITE 2000, WEST PALM BEACH, FL
 33409
 Print Name: _____

Print Name: _____

Print Name: _____

~~Seal of the State of Florida~~



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2 day of MAY, 1988,
before me, an officer duly authorized in the State of Florida and in the County of Seminole,
is the above-named person, personally appeared Walter R. Fisher
who executed the foregoing instrument and
acknowledged before me that he executed the same and are personally known
to me or have produced proper evidence as identification and who did
not take an oath.

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

Walter R. Fisher
Name: WALTER R. FISHER
Notary Public
Commission Expires



0099

03/02/2005 23:55 FAX 4078940506

COASTVILLE

~~XXXXXX XXXXXX~~

Seminole County Homeownership Assistance Program



OFFICIAL RECORDS
BOOK 0000
PAGE 0046
SEMIPOLE, FL.

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 3, (LESS THE WIDTH 1.0 FOOT TOLERANCE), AND THE WIDTH 1.0 FOOT OF LOT
6, PAGES 94, CASH PAID WILLIAM FRANK III, ASSIGNED TO THE FLSA TOWN
AS DESCRIBED IN FRANK BOOK 10, PAGE 97 AND 98 BY THE PUBLIC RECORDS OF
SEMIPOLE COUNTY, FLORIDA.

Seminole County Homeownership Acceleration Program

**EXHIBIT "A"
SECOND MORTGAGE NOTE**

AMOUNT: \$1,500.00

FOR VALUE RECEIVED, the undersigned jointly and severally if more than one) promises to pay Seminole County (The County), a political subdivision of the State of Florida, or order, the sum hereinafter specified, the sum of THIRTY FIVE HUNDRED AND 00/100--- (\$3,450.00). The said principal shall be payable in equal money of the United States of America to the County at 1001 East FLORIDA STREET, SEASIDE, FLORIDA 32224 or at such place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of THIRTY (30) or THIRTY (30) years if used in conjunction with FHA financing, beginning on the date of execution of this Note and non-amortizing mortgage. Repayment of this Note shall take place in the following manner:

- A. In the event of the First Mortgage, accrued, the Second Mortgage Note shall be due and payable in full.
- B. No payments shall be required during the term of this Note, and the debt shall be permanently forgiven (check one) ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default was occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains either occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the respective provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

9071 0031
OF REAL ESTATE
BOOK PAGE

Seaside Property Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP DUTY TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.612(1) AND 169.165(1)(a), FLORIDA STATUTES

This instrument was prepared by and returned to: COAST TITLE, 2115 SEMINOLE COUNTY CENTER, WEST PALM BEACH, FLORIDA 33411-1801

1. The sum, interest or redemptions of the subject home and real property, with (15), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within (15), twenty (20) or thirty (30) years of the date of execution of this Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed at any date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

Seminole County Homeownership Assistance Program

Each person liable herein whether maker or endorser, hereby waives permanent protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, by the maturity of this Note or default hereunder, or upon this mortgage, amount shall be employed to collect this Note or to protect the security of said mortgage.

Whenever used herein the term "notar", "notary" or "notary" shall be construed to include or plural as the context may require or admit.
In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and affixed his name and seal, and year first above written.

[Signature]
Print Name: Marynn Henderson
Print Name: _____
Print Name: _____

[Signature]
Print Name: Holly Carr
Print Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2 day of Jan, 1998 before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [Signature] who executed the foregoing instrument and who acknowledge before me that [Signature] executed the same and are personally known to me or their produce [Signature] as Identification and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid.
[Signature]
Notary Public
Serial Number
Commission Expires



RECEIVED
JAN 1 1998
COUNTY CLERK
SEMINOLE COUNTY, FL

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Agreement: HOLLY CARR
Property Address: 604 CASA PALM COURT NORTH
UNITED REPUBLIC OF SEJOR

The Agreement is entered into this 28th day of March 1986 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and HOLLY CARR (hereinafter "HOMEBUYER").

OFFICIAL RECORDS BOOK 2907 PAGE 3107

1. USE OF HOME FUNDS
WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1980, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq.), as amended by the Housing and Community Development Act of 1981 and the Multifamily Property Rehabilitation Reform Act of 1984; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with development, closing costs, and other interest free buy-down assistance through its subordinate organization hereby known as Greater Seminole County, and meet the requirements as set forth in 24 CFR Part 82 as amended or revised 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 a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower dies, transfers or disposes of the mortgaged unit (if, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer resides the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENT
The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 2,500.00 at 0% and the first of the following events occurs: (1) borrower dies, transfers or disposes of the mortgaged unit (if, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer resides the unit as his principal residence; or (3) the borrower dies, or if a married couple, the partner dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS
Not applicable as the HOMEBUYER is not a subdivision or state resident.

5. PROJECT REQUIREMENT
The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 82 Section F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be their principal residence and that, at the time of acquisition and approval, the HOMEBUYER annual income (to be not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an other rehabilitation or construction approved value equal to or less than one-half percent (50%) (50% when used with 5416) of the median value of the area. The COUNTY through, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowner's insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS
Greater Seminole County Chapter of Commerce

The property at the time of this occupancy by the HOMEOWNER and under Section 2, Housing County Ordinance (HCO) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The HOMEOWNER shall comply with all applicable federal laws and regulations as discussed in this ordinance of 24 CFR Part 201 Subpart H. The regulations are provided below. Additional requirements are as noted.

- a) Equal opportunity for housing Applicable Not Applicable (see note)
- b) Governmental review Applicable Not Applicable

c) Displacement, relocation and compensation
 Not Applicable (Housing Action is temporary, existing unit of interest not to be displaced as a result of construction unit; therefore no displacement, relocation and compensation required pursuant to Federal rules).

Rentable (Ability to demonstrate existing unit of interest not to be displaced for the purpose of an existing unit. Appropriate notice have been provided. Construction has been provided to ensure existing unit available with full occupancy in terms and that the owner has been voluntarily displaced by choice.

d) Lead paint
 Applicable (Home built prior to 1978. Lead-based paint notice has been provided and the required abatement completed and certified.)

Not Applicable (Built before January 1978.)

- e) Conflict of interest - An conflict found
- f) Government and non-government - not applicable
- g) Fraud insurance
- h) Executive Order 12812 - not applicable

8. REPRESENTATIVE ASSISTANCE
not applicable due to the nature of the Habitat HOMEOWNER program.

9. CONTRIBUTIONS FROM RESPONSIBLE ORGANIZATION
Not applicable due to the nature of the Habitat HOMEOWNER program.

10. GUIDANCE FOR DISBURSEMENT OF FUNDS
The HOMEOWNER agrees that the funds shall only be used to purchase a second unit to cover the mortgage monthly payment from Federal interest. Funds not disbursed shall be pay directly into the escrow system account if necessary. The HOME funds shall be disbursed by the COUNTY in the form of cash checks.

Should rehabilitation be included in the HOME application, the HOMEOWNER agrees that any work performed by a contractor be completed with the Agreement and be approved prior to a certain extent in the form required by the COUNTY. Further, the work shall be inspected by the COUNTY for compliance with County housing and structural codes and regulations.

Construction materials items shall not be disbursed prior to completion of work and inspection of the same by the COUNTY.

11. DEPOSIT OF ASSETS
not applicable as the HOMEOWNER has a mortgage.

12. REPORTS AND REPORTS
The COUNTY and HOMEOWNER shall complete all reports and maintain documentation, as applicable to agreement with the COUNTY. Further, the work shall be inspected by the COUNTY for compliance with County housing and structural codes and regulations.

13. PAYMENT OF THE AGREEMENT

OFFICIAL RECORD

RECORDED

THE COUNTY AND HOMEOWNER shall execute all required and necessary documents, as required in accordance with the CIP Act and Florida Statutes for a period of three (3) years from the date of the agreement.

1. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a mortgage on the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the said documents shall constitute a default and constitute a lien in rem.

2. DURATION OF THE AGREEMENT

The Agreement shall be in effect until the term of the loaning shall expire (1) however this term shall be extended if the HOMEOWNER is in default of any of the terms of the agreement, or (2) if a married couple, the term shall be for a period of _____ in (A), _____ yearly (B) or _____ in (C).

3. OTHER PROVISIONS

Neither party herein shall discriminate against any person or group of persons on account of race, sex, color or marital status in the performance of this agreement. No person shall be admitted to this agreement, or any act of the COUNTY of the HOMEOWNER shall be deemed or construed to be an act of the COUNTY, or that person to accept any responsibility or liability in connection with the agreement.

WITNESSES
James A. ...

WITNESSES
...
...

SEMINOLE COUNTY, FLORIDA
...
Date: 4/2/96
...
Date: 3-26-96

STATE OF FLORIDA
COUNTY OF SEMINOLE

THE RECORDING INSTRUMENT WAS ADVERTISED before me this 26th day of March, 1996 by HOLLY EASH who is personally known to me or who has produced ... to me.

Ronald ...
Print Name Ronald ...

Notary Public in and for the County and State Aforementioned.



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, 1996, and recorded in Official Records Book 3187, Pages 0734 through and including 0738, 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 30, 1996, and recorded in the Official Records Book 3187, Pages 0739 through and including 0741, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 30, 1996, recorded in Official Records Book 3187, Pages 0742 through and including 0744, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 266 Live Oak Boulevard, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 39, HIDDEN LAKE VILLAS PHASE IV, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 26, 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 11-20-30-509-0000-0390

(the "Property,") were made by Alicia C. Grimaldi (f/k/a Alicia C. Placey), 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__.

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
4/1/05
Satisfaction-Alicia Grimaldi

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506																																										
GENERAL Parcel Id: 11-20-30-509-0000-0390 Tax District: S1-SANFORD Owner: GRIMALDI ALICIA C Exemptions: 00-HOMESTEAD Address: 266 LIVE OAK BLVD City,State,ZipCode: SANFORD FL 32773 Property Address: 266 LIVE OAK BLVD SANFORD 32771 Subdivision Name: HIDDEN LAKE VILLAS PH 4 Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$60,520 Depreciated EXFT Value: \$0 Land Value (Market): \$18,000 Land Value Ag: \$0 Just/Market Value: \$78,520 Assessed Value (SOH): \$49,224 Exempt Value: \$25,000 Taxable Value: \$24,224 Tax Estimator																																								
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>12/1996</td> <td>03187</td> <td>0720</td> <td>\$48,500</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>04/1996</td> <td>03067</td> <td>0168</td> <td>\$34,000</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>02/1996</td> <td>03037</td> <td>1367</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1984</td> <td>01538</td> <td>0397</td> <td>\$50,300</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/1996	03187	0720	\$48,500	Improved	SPECIAL WARRANTY DEED	04/1996	03067	0168	\$34,000	Improved	CERTIFICATE OF TITLE	02/1996	03037	1367	\$100	Improved	WARRANTY DEED	04/1984	01538	0397	\$50,300	Improved	2004 VALUE SUMMARY Tax Amount(without SOH): \$890 2004 Tax Bill Amount: \$467 Save Our Homes (SOH) Savings: \$423 2004 Taxable Value: \$22,790 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS										
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																										

33/4/50

OFFICIAL RECORDS
BOOK

2187 0734

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

Second Mortgage Deed

RECORDED & VERIFIED

1997 JAN 23 PM 12:10

THIS SECOND MORTGAGE DEED is hereby made and entered into the
3024 day of December 1996 by and between Alicia C. Grimaldi
and _____ hereinafter referred to the "Mortgagor" and Seminole
County, a political subdivision of the State of Florida, whose address is 1101 East First
Street Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants,
bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the
certain land of which the Mortgagor is now seized and in possession situated in
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by
and return to:
Evelyn L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4500 South Highway 17-92
Casselberry, FL 32707

MARYANNE MULLIS
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

007095

70

7200 Sand Lake Road, Suite 534
Orlando, Florida 32819

OFFICIAL RECORDS
BOOK PAGE

3187 0735

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

OFFICIAL RECORDS
BOOK

3187 0736



Seminole County Homeownership Assistance Program SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN x TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of three thousand five hundred dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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

[Signature] _____
SUZANN B. DENNIS

Print Name: Alicia C. Grimaldi _____
Alicia C. Grimaldi
266 Live Oak Blvd, Sanford, Florida 32773

Print Name: _____ Print Name: _____

Print Name: _____

Print Name: _____

Original Copy

OFFICIAL RECORDS
BOOK

3187 0737



Seminole County Homeownership Assistance SEMINOLE CO. FL

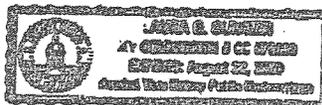
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of December, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Alicia C. Grimaldi
and _____ who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me to have produced drivers license as identification and who did/
did not take an oath.

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

Laura G. Sumner

Name:
Notary Public LAURA G. SUMNER
Serial Number
Commission Expires:



This is not a certified copy

OFFICIAL RECORDS
BOOK

3187 0738

Seminole County Homeownership Assistance Program
SEMINOLE CO. FL



This is Not a Certified Copy

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 39, HIDDEN LAKE VILLAS, PHASE IV, a subdivision according to the plat or map thereof described in Plat Book 28, at pages 26 - 28, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK

3187 0739



Seminole County Homeownership Assistance Program, FL

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three thousand five hundred (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

OFFICIAL RECORDS
BOOK

3187 0740



Seminole County Homeownership Assistance Program

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

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

OFFICIAL RECORDS
BOOK

3187 0741

Seminole County Homeownership Assistance Program



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

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

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

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

[Signature]
 LAURA E. SUMNER
 Print Name: Alicia C. Grimaldi Print Name: _____
 266 Live Oak Blvd, Sanford, FL 32773

Print Name: _____ Print Name: _____

Print Name: _____

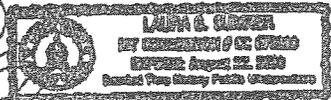
Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of December, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Alicia C. Grimaldi and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

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

[Signature]
 Name: _____
 Notary Public
 Serial Number _____
 Commission Expires _____



13/2.00

MARYANNE MURPHY
CLERK OF COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED

007096

1997 JAN 23 PM 12:10
SEMINOLE COUNTY
HOME PROGRAM

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS
BOOK 3187 PAGE 0742
SEMINOLE CO. FL

Applicant(s): ALICIA C. GRIMALDI
Property Address: 266 Live Oak Boulevard
Sanford, Florida 32773

This Agreement is entered into this 30th day of August, 1996 by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sanford, Florida, 32771 (hereinafter "COUNTY") and
(hereinafter "HOMEBUYER").

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 homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce 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 a second mortgage note and deed 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 3,500.00 at 0% 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(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 eighty percent (80%) 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 or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

PREPARED BY: ELAINE L. EARLOW, SHIP PROGRAM COOR.
SEMINOLE COUNTY CHAMBER OF COMMERCE
4590 SOUTH HIGHWAY 17-92
CASSELBERRY, FL 32707

5196-0230-15 70
EQUITABLE TITLE AGENCY, INC.
7380 Sand Lake Road, Suite 534
Orlando, Florida 32819

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

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. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/ executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) 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.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER 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.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER 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.

OFFICIAL RECORDS
BOOK 3187 0743
PAGE 3
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement 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, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of X ten (10), twenty (20) or thirty (30) years, as applicable.

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 HOMEBUYER 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.

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Venu Mantzaris
MARY VENU MANTZARIS

GARY E. KAISER
GARY E. KAISER-Acting County Manager
Date: 8-30-96

WITNESSES

NICHOLAS P. BERG
NICHOLAS P. BERG
LAURA G. SUMNER
LAURA G. SUMNER

HOMEBUYER

ALICIA C. GRIMALDI
ALICIA C. GRIMALDI
Date: 8/30/96

3187 0744
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

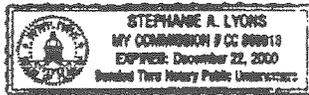
NOTARY AS TO HOMEBUYER(S):
STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 30 day of Aug, 1996 by Alicia Grimaldi who is personally known to me or who has produced FAPI # [redacted] as identification.

Stephanie A. Lyons
Print Name Stephanie A. Lyons

Notary Public in and for the County and State Aforementioned.

My commission expires: 12.22.2000



Vertical watermark text: "Certified Copy"

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 March 10, 2000, and recorded in Official Records Book 3816, Pages 0825 through and including 0829, 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 10, 2000, and recorded in the Official Records Book 3816, Pages 0830 through and including 0832, Public Records of Seminole County, Florida, which encumbered the property located at 503 Seasons Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 95, THE SEASONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 24 THROUGH 27 INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 03-21-30-519-0000-0950

(the "Property,") were made by **Carlos and Marines Carrion**, 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 did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note 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 and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete 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 and 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
4/1/05
Satisfaction-Carrion

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505</p>																																							
<p align="center">GENERAL</p> <p>Parcel Id: 03-21-30-519-0000-0950 Tax District: W1-WINTER SPRINGS</p> <p>Owner: CARRION CARLOS J Exemptions: 00-HOMESTEAD</p> <p>Address: 503 SEASONS CT</p> <p>City,State,ZipCode: WINTER SPRINGS FL 32708</p> <p>Property Address: 503 SEASONS CT WINTER SPRINGS 32708</p> <p>Subdivision Name: SEASONS THE</p> <p>Dor: 01-SINGLE FAMILY</p>		<p>2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$78,288</p> <p>Depreciated EXFT Value: \$114</p> <p>Land Value (Market): \$18,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$96,402</p> <p>Assessed Value (SOH): \$67,837</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$42,837</p> <p>Tax Estimator</p>																																					
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>03/2002</td> <td>04387</td> <td>1771</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/2000</td> <td>03816</td> <td>0814</td> <td>\$67,900</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	03/2002	04387	1771	\$100	Improved	WARRANTY DEED	03/2000	03816	0814	\$67,900	Improved	<p>2004 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$1,187</p> <p>2004 Tax Bill Amount: \$764</p> <p>Save Our Homes (SOH) Savings: \$423</p> <p>2004 Taxable Value: \$40,861</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																			
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																							

509/38

MARYANNE MORSE
CLERK OF COUNTY COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

DTR

Seminole County Homeownership

2000 MAR 14 PM 2:52

Assistance Program

Second Mortgage Deed

OFFICIAL MARYANNE MORSE
3816 0825
SEMINOLE CO. FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 10th day of March 2000 by and between Carlos & Marlene Carrion, husband and wife. Thereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,600.00) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, promises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.105(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.M.L. HOMEOWNERSHIP ASSISTANCE PROGRAM -
ATTN: CHEL WRIGHT
350 N. CHESTNUT DR., STE 1024
ALTAIRWAY SPRS, FL 32714

8/15/00 LMS RO
Return in full name of this County
to North Seminole County Clerk of Court

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

3816 0826

SEMIWALE CO., FL

OFFICIAL RECORDS
BOOK 8472

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

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

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

[Signature]
Print Name: JODY SELLERS
[Signature]
Print Name:
[Signature]
Print Name:

[Signature]
Print Name: Carlos Carrion
[Signature]
Print Name: Marivae Carrion

Print Name:

Print Name:

ADDRESS: 503 BEARDS COURT
WINTER SPRINGS, FLORIDA 32788

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3816 0827

OFFICIAL RECORDS
BPPY

[Handwritten mark]

STATE OF FLORIDA
COUNTY OF ~~DADE~~ DADE

I HEREBY CERTIFY that on this 10th day of March, 2005, 2005
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared CHARLES CHRISTOPHER
and JANIS CUSUM, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSES as identification and who did/
did not take an oath.

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

[Signature]
Name: DORINDA J. SELBY
Notary Public
State Number
Commission Expires:

3816 0828
SERIAL 0811
NOTARY PUBLIC



LB



EXHIBIT 'A'
LEGAL DESCRIPTION

LOT 95, THE SEASONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 50, PAGES 24 THROUGH 27 OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

3816 0829
OFFICIAL RECORDS
SEMINOLE COUNTY, FL

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Seminole County Homeownership Assistance Program

EXHIBIT "E" SECOND MORTGAGE NOTE

AMOUNT: \$3,800.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,800.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker herof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

SEMINOLE COUNTY
3816 0830
OFFICIAL RECORDS
BOOK
PAGE

Anny -
Note f/ Mtrty
plp Resowat
Refinancing
Sign Authorization
407-665-7412

bd

THIS MORTGAGE IS GIVEN TO GEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.613(1) AND 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:
 AFTER RECORDING RETURN TO:
 E.H.P. HOMEOWNERS
 ASSISTANCE PROGRAM -
 ATTN: CHARL WORTH
 230 N. WEEYMOUTH DR., STE 107A
 ALTAMONTE SPRING, FL 32714

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

3816 0031
 OFFICIAL RECORDS
 BOOK 0031

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

ce

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

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

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

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

3816 0832
OFFICIAL RECORDS
BOOK
SEMI-ANNUAL

Alison M. ...
Print Name: Alison M. ...

Carlos Carrion
Print Name: Carlos Carrion

JOY SELICKS
Print Name: _____

Mariela Carrion
Print Name: Mariela Carrion
MADELES
Print Name: _____

Print Name: _____

Print Name: _____
ADDRESS: 501 BEARDS COURT
WINTER SPRINGS, FLORIDA 32708

STATE OF FLORIDA
COUNTY OF DEKALB

I HEREBY CERTIFY that on this 10th day of MARCH, 2005, 2004 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CRISTINA CRUZ and MARIELA CARRION, who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced MARIELA CARRION as identification and who did not take an oath.

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

JOYDA J. SELICKS
Name: JOYDA J. SELICKS
Notary Public
Serial Number
Commission Expires:



GP

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 30, 1997, and recorded in Official Records Book 3257, Pages 0537 through and including 0541, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS (\$3,050.00) (the "Note"), dated May 30, 1997, and recorded in the Official Records Book 3257, Pages 0542 through and including 0544, Public Records of Seminole County, Florida, which encumbered the property located at 403 Ridge Road, Fern Park, Florida 32730, the legal description and parcel identification for which are as follows:

LOT 7, BLOCK 6, LAKE RIDGE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 69 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 19-21-30-503-0600-0070

(the "Property,") were made by Barbara MacDonald (f/k/a Barbara Enslin), (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owner did maintain the Property as her residence for at least seven (7) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note 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 and Note,

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

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
4/1/05
Satisfaction-MacDonald

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>																																																			
<p align="center">GENERAL</p> <p>Parcel Id: 19-21-30-503-0600-0070 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: ENSLIN BARBARA R Exemptions: 00-HOMESTEAD</p> <p>Address: 403 RIDGE RD</p> <p>City,State,ZipCode: CASSELBERRY FL 32730</p> <p>Property Address: 403 RIDGE RD FERN PARK 32730</p> <p>Subdivision Name: LAKE RIDGE PARK</p> <p>Dor: 01-SINGLE FAMILY</p>	<p>2005 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$51,590</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$16,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$67,590</p> <p>Assessed Value (SOH): \$44,792</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$19,792</p> <p>Tax Estimator</p>																																																		
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>05/1997</td> <td>03257</td> <td>0523</td> <td>\$61,000</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>12/1996</td> <td>03175</td> <td>1192</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	05/1997	03257	0523	\$61,000	Improved	PROBATE RECORDS	12/1996	03175	1192	\$100	Improved	<p>2004 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$732</p> <p>2004 Tax Bill Amount: \$312</p> <p>Save Our Homes (SOH) Savings: \$420</p> <p>2004 Taxable Value: \$18,487</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																
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<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>16,000.00</td> <td>\$16,000</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	16,000.00	\$16,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 7 BLK 6 LAKE RIDGE PARK PB 9 PG 69</p>																																						
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																			

3/10/04

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of MAY 1997 by and between Barbara MacDonald, a single woman and N/A hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,050.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:

S.M.I.P./Home Ownership Assistance Program
of The Greater Seminole County
Center of Excellence
4550 South Highway 44-00
Sanford, FL 32771

Elaine L. Barlow
S.M.I.P./HOME Funds Coordinator

OFFICIAL RECORDS
BOOK 9257 PAGE 0537
SEMINOLE CO. FL

CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

067356

RECORDED & VERIFIED
MAY 24 1997

done
@ MacDonald

Seminole County Homeownership Assistance Program



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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

OFFICIAL RECORDS
BOOK 3257 PAGE 0538
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN x TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of ~~three thousand and fifty and no/100ths~~ (\$ 3,050.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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

[Signature]

Print Name: Barbara MacDonald

[Signature]

Print Name: Barbara MacDonald

[Signature]

Print Name: Barbara MacDonald

403 Pr. Ave. Rd, Fern Park, FL 32769

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK 713E
3257 0539
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

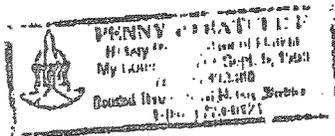
I HEREBY CERTIFY that on this 30th day of MAY, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared B. L. ...
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced ... as identification and who did/
did not take an oath.

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

[Signature]

Name:
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3257 0540
SEMINOLE CO. FL



Seminole County Homeownership Assistance Program



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 7, Block 6, Lake Ridge Park, according to the map or plat thereof
as recorded in Plat Book 9, Page 69, Public Records of Seminole County
Florida

OFFICIAL RECORDS
BOOK 0541
3257
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,050.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand and Fifty and no/100 (\$ 3,050.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), _____ twenty (20) or _____ thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X ten (10) _____ twenty (20) _____ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

3257 0542
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



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

This instrument was prepared by:

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chapter of Community
4800 South Highway 17-82
Gainesville, FL 32607

Elaine L. Barlow
S.H.I.P./HOME Funds Coordinator

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

SEMINOLE CO. FL

3257 0563

OFFICIAL RECORDS BOOK 2151

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

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

Seminole County Homeownership Assistance Program



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

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

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

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

Melissa A. Larson

Barbara MacDonald

Print Name: Melissa A. Larson

Print Name: Barbara MacDonald

Barbara MacDonald

Print Name: Barbara MacDonald

Print Name _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK PAGE
3257 0544
SEMINOLE CO. FL

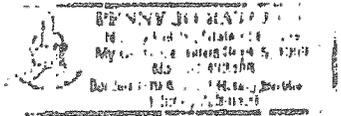
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of February, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Melissa A. Larson and Barbara MacDonald, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

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



Name: Barbara MacDonald
Notary Public
Serial Number _____
Commission Expires: _____



CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

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 12, 1997, and recorded in Official Records Book 3298, Pages 1153 through and including 1157, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$4,625.00) (the "Note"), dated September 12, 1997, and recorded in the Official Records Book 3298, Pages 1158 through and including 1161, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 14, 1997 recorded in Official Records Book 3298, Pages 1162 through and including 1164, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1510 S. Mellonville Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 34, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-505-0000-0340

(the "Property,") were made by **Katina N. Badger**, 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.

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
4/1/05
Satisfaction-Katina Badger

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506																																																														
GENERAL Parcel Id: 31-19-31-505-0000-0340 Tax District: S1-SANFORD Owner: BADGER KATINA N Exemptions: 00-HOMESTEAD Address: 1510 S MELLONVILLE AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 1510 MELLONVILLE AVE S SANFORD 32771 Subdivision Name: SAN LANTA 3RD SEC Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$67,139 Depreciated EXFT Value: \$0 Land Value (Market): \$11,000 Land Value Ag: \$0 Just/Market Value: \$78,139 Assessed Value (SOH): \$61,673 Exempt Value: \$25,000 Taxable Value: \$36,673 Tax Estimator																																																												
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>09/1997</td> <td>03298</td> <td>1144</td> <td>\$59,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1984</td> <td>01554</td> <td>0504</td> <td>\$35,000</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	09/1997	03298	1144	\$59,000	Improved	WARRANTY DEED	05/1984	01554	0504	\$35,000	Improved	2004 VALUE SUMMARY Tax Amount(without SOH): \$955 2004 Tax Bill Amount: \$715 Save Our Homes (SOH) Savings: \$240 2004 Taxable Value: \$34,877 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																										
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																														

49/6.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12th day of SEPTEMBER 1997 by and between, Katina N. Badger, a single person hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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3298 1155
SEMINOLE COUNTY

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$4,625.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1RD), FLORIDA STATUTES

This instrument was prepared by: AFTR RECORDING RETURN TO: S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF 4550 S. HWY 17-92 CANNONBERRY, FL 32707

101171
1997 SEP 17 14 3 25

MARSHALL W. JONES
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
RECORDED & VERIFIED

1 of 5

CERTIFIED COPY

MARSHALL W. JONES
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY [Signature]
DEPUTY CLERK

MAR 11 2005

7/20/97
autotag doc

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

BOOK PAGE
3298 1151
SEMI-ANNUAL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Four Thousand, Six-hundred, Twenty-five dollars and 00/100 (\$4,625.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

3298 115
BOCA
RECORDED

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

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

WITNESS: Mark Wright
Print Name: MARK WRIGHT

Katina N. Badger
Print Name: Katina N. Badger
1510 MELLONVILLE AVENUE SANFORD, FLORIDA 32771

WITNESS: Susie Smith
Print Name: SUSIE SMITH

Print Name: _____

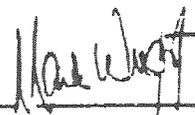
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of SEPTEMBER, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared KATINA N. BADGER
and N/A, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced A DRIVERS LICENSE as identification and who did/
did not take an oath.

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



Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/99



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
PLEASE CALL THE TPA FOR REPAIRS AND

3298 1151
SEM INLE CO FL
BOOK 2002

ICAAA E...
4 of 5

EXHIBIT "A"
LEGAL DESCRIPTION

3298 1157
BOOK PAGE
SEMINOLE FL.

LOT 34, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

COPY

3298 1151
BOOK

AMOUNT: \$4,625.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Four-thousand, Six-hundred, Twenty-five dollars & 00/100 (\$4,625.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4500 S. US HWY. 1
CASSELBERRY, FL 32707

HOPW

3298 1150

EDOM

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County

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

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

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

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

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

3298 116
RECORDED IN
BOOK PAGE

WITNESS:
Print Name: MARK WRIGHT

Katina N. Badger
Print Name: Katina N. Badger
1510 MELLONVILLE AVENUE SANFORD, FLORIDA 32771

WITNESS:
Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of SEPTEMBER, 1992 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared KATINA N. BADGER and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath

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

Mark Wright
Name: MARK WRIGHT
Notary Public
Serial Number CC 419144
Commission Expires: 1/2/99

MARK WRIGHT
MY COMMISSION # CC419144 EXPIRES
March 2, 1999
RENEWAL FORM 1997-1998

SAMPLE TITLE
P. O. BOX 1
SANFORD, FLORIDA 32771

EXHIBIT "A"
LEGAL DESCRIPTION

3298 1161
BOOK PAGE
SEMINOLE COUNTY

LOT 14, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 14, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
C. A. WRIGHT
210 W. FIRST STREET
SANFORD, FLORIDA 32771

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Katina N. Badner
Property Address: 1310 Mallonville Ave., Sanford, FL 32771

3298
167
BOOK PAGE

This Agreement is entered into this 14th day of August, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Katina N. Badner, a single person, (hereinafter "HOMEBUYER").

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 homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce 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 a second mortgage note and deed 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3 REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$4,625.00 at 0% 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies

4 UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient

5 PROJECT REQUIREMENT

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

(a) The HOMEBUYER(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 eighty percent (80%) 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 or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

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. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit, therefore no displacement, relocation and acquisition occurred pursuant to Federal rules)
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice)
- d) 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.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable

3298 1163
BOOK PAGE

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program)

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program)

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance the HOMEBUYER 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.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER 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 Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement 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, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence, or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10), twenty (20) or thirty (30) years, as applicable.

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 HOMEBUYER 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.

3298 1161
BOOK PAGE

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Mantaris
MARY MANTARIS

Garv F. Kaiser
Garv F. Kaiser County Manager

Date 8/27/97

WITNESSES AS TO HOMEBUYER(S):

Deborah Mechocki
DEBORAH MECHOCKI
Rhonda Devot
RHONDA DEVOT

HOMEBUYER

Katrina Badger
KATRINA BADGER
1510 HELLONVILLE AVENUE SANFORD, FLORIDA 32771

Date 8-14-97

NOTARY AS TO HOMEBUYER(S):

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 14 day of August 1997 by Katrina Badger who is personally known to me or who has produced Drivers License as identification.

Lisa J. Newman
Print Name Lisa J. Newman

Notary Public in and for the County and State Aforementioned

My commission expires _____



LISA J. NEWMAN
My Comm. Expires 04/18/00
Address: Jun 16, 1997
Issued by: not
BOL 622 1160