

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>06/28/2005</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 \$38,716.36 have been made to the Housing Trust Fund.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
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. Jane McCrea	34-21-30-521-0000-1220
2. Shirley O'Neal	36-19-30-524-0300-0060
3. Brian Patrick Dean	23-21-29-515-0000-170B
4. Susan L. Jones	34-19-30-512-0C00-0060
5. Derrell L. & Jacqueline M. Cockerham	15-21-30-502-0H00-0390
6. Kristie Wellon-Lewis & Anthony Lewis	31-19-31-521-0C00-0040
7. John & Gloria Lamb	06-20-31-505-0C00-0170
8. Thomas W. & Susan M. Cartwright	31-19-31-523-0200-0010

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 24, 1998, and recorded in Official Records Book 3510, Pages 1210 through and including 1214, 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 September 24, 1998, and recorded in the Official Records Book 3510, Pages 1218 through and including 1220, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 4, 1998, recorded in Official Records Book 3510, Pages 1215 through and including 1217, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2519 Leeward Way, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 122, WINDWARD SQUARE, SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGES 34 AND 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 34-21-30-521-0000-1220

(the "Property,") were made by **Jane H. McCrea**, 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 six (6) 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

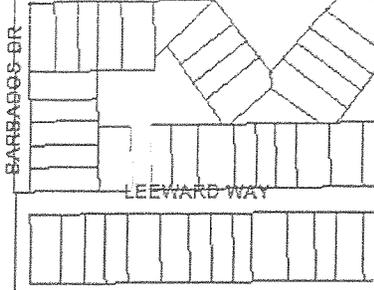
Date: _____

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
4/29/05
satisfaction-Jane McCrea

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CPA, 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: 34-21-30-521-0000-1220 Tax District: C1-CASSELBERRY</p> <p>Owner: CRENSHAW MILDRED M & Exemptions: 00-HOMESTEAD</p> <p>Own/Addr: CRENSHAW TOMMY J</p> <p>Address: 2519 LEEWARD WAY</p> <p>City,State,ZipCode: WINTER PARK FL 32792</p> <p>Property Address: 2519 LEEWARD WAY WINTER PARK 32792</p> <p>Subdivision Name: WINDWARD SQUARE SEC 2</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: \$55,345</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$16,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$71,345</p> <p>Assessed Value (SOH): \$46,483</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$21,483</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>01/2005</td> <td>05612</td> <td>1736</td> <td>\$28,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1998</td> <td>03510</td> <td>1198</td> <td>\$51,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1980</td> <td>01286</td> <td>1268</td> <td>\$52,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01144</td> <td>0668</td> <td>\$30,800</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	01/2005	05612	1736	\$28,000	Improved	WARRANTY DEED	09/1998	03510	1198	\$51,000	Improved	WARRANTY DEED	07/1980	01286	1268	\$52,000	Improved	WARRANTY DEED	01/1977	01144	0668	\$30,800	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$781</p> <p>2004 Tax Bill Amount: \$385</p> <p>Save Our Homes (SOH) Savings: \$396</p> <p>2004 Taxable Value: \$20,129</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.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																			

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6.10.

Seminole County Homeownership Assistance Program



SEMINOLE COUNTY HOMEOWNERSHIP ASSISTANCE PROGRAM
MORTGAGE DEED & AGREEMENT
2014 Lee Road, First
Weston, FL 32793
Rebecca Yeoman

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24th day of September, 1998, by and between Jane H. McCrea, a single person, 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 there 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 (\$16,000.00), 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 Mortgagee will make such further assurances to perfect the fee simple title to said land to 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)(K), FLORIDA STATUTES

This instrument was prepared by
Seminole County Homeownership Assistance Program
ATTN: SHARON SELE
11/17/98
CASSELBERRY, FL 32707

SEMINOLE COUNTY
OFFICIAL RECORDS
BOOK PAGE
3510 1210

JANAYNE HULSE
CLERK OF COUNTY COURT
270978

RECORDED & VERIFIED
53 OCT -3 PM 3:42
SEMINOLE COUNTY, FL

RECEIVED

OCT 05 1998

West Beach - Southern Title

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 the 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.

3510 1211
OFFICIAL RECORDS
BOOK PAGE
STATE OF FL

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 Ten Thousand dollars and 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.

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 here unto signed and sealed these presents this day and year first above written.

Print Name: JENNIFER C. FUCHER

Print Name: Jane H. McCrea
2514 Leeward Way
Winter Park, FL 32782

Print Name: MERCEDES MORALES

Print Name:

Print Name: JENNIFER C. FUCHER

Print Name: HILDRED M. CRENSHAW
995 Shetland Ave.
Winter Springs, FL 32708

Print Name: MERCEDES MORALES

Print Name:

3510 1212
SEMINOLE CO. FL
OFFICIAL RECORDS
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STATE OF FLORIDA
COUNTY OF SEMINOLE

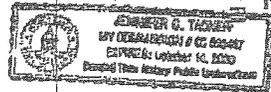
I HEREBY CERTIFY that on this 24th day of September, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Jane H. McCrea, single
and William H. Gammeter, married, who executed the foregoing instrument and who
acknowledge 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
B510 1213
SEMINOLE CO. FL



This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 124, WINKARD SQUARE SECTION TWO, according to the
Plan thereof as recorded in Plat Book 20, Pages 34 and
35, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3510 1214
SEMINOLE CO., FL

This is not a certified copy

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JANE H. MCCREA
Property Address: 2519 LEEWARD WAY, WINTER PARK, FL 32792

This Agreement is entered into this 5TH day of SEPTEMBER, 19 88 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 JANE H. MCCREA, 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 1988, 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 \$10,000.00 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 of such assistance.

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 their principal residence and that, at the date 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 adjustment 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.

JFL/PC: REC'D
310 1215
310 1215
JFL/PC: REC'D
310 1215

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 (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 HOMEBUYER 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/obtained ensuring that property was not occupied by a tenant and that the owner has been voluntarily relinquished 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 SFIDE 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 assignment of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS
BOOK PAGE
3510 1216
SEMIHOLE CO. FL

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and records dissemination, as applicable in accordance with 24 CFR Part 24 and Florida Statutes for a period of three (3) years from the end of the initial term.

3. ENFORCEMENT OF THE AGREEMENT

The term 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. TERMINATION 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 ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, color, or national origin in the performance of this Agreement.

Nothing herein 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.

WITNESSES:

Walter
Walter E. Walter County Manager

Date: 9/6/98

WITNESSES AS TO HOMEBUYER(S):

John H. McCrea
Walter E. Walter
Walter E. Walter

HOMEBUYER

John H. McCrea

Date: 9-4-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of September, 1998, by John H. McCrea, who is personally known to me or who has produced Es docu lic as identification.

Print Name *Walter E. Walter*
Notary Public in and for the County and State Aforesaid.
My commission expires: _____

Document Prepared By
and Notary For
WALTER E. WALTER
B.A.P. State Council on Economic Education
c/o The Greater Orlando County
Chamber of Commerce
4000 South Orange Avenue
Orlando, FL 32810

3510 1217
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

**EXHIBIT "B"
SECOND 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 Dollars and 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 address 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:

OFFICIAL RECORDS
ROOM 300H
3510 1210
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 199.125(1)(d), FLORIDA STATUTES

This instrument was prepared by: ~~XXXXXXXXXXXXXXXXXXXX~~
E.H.P. HOMEWIDE ASSISTANCE PROGRAM - ATTORNEY GENERAL
ARTHUR S. DE LUCA
CASSIDY, KERR & CO., P.A.

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 every part hereof, 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.

9510 1219
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK CASE

Each person liable hereon whether maker or endorser, hereby waives 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 24th day of September 1980.

[Signature]
Print Name: JENNIFER C. TACNER

[Signature]
Print Name: Jane H. McCrea
2519 Leonard Way
Winter Park, FL 32782

[Signature]
Print Name: MARCEDES BORALES

[Signature]
Print Name:

[Signature]
Print Name: JENNIFER C. TACNER

[Signature]
Print Name: MILDRED M. CRENSHAW
995 Stafford Ave.
Winter Springs, FL 32787

Print Name: *[Signature]*

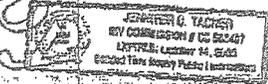
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of September, 1980 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jane H. McCrea and Mildred M. Crenshaw, 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: JENNIFER C. TACNER
Notary Public
Serial Number
Commission Expires



SEMINOLE CO. FLA.
3510 1220
OFFICIAL RECORDS
BOOK PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 22, WINNARD SQUARE SECTION TWO, according to the
Plan thereof as recorded in Plat Book 20, Pages 34 and
35, Public Records of Seminole County, Florida

OFFICIAL RECORDS
BOOK PAGE
3510 1221
SEMINOLE CO., FL

This is not a 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 rehabilitation assistance SHIP Mortgage (the "Mortgage") dated June 6, 2002, and recorded in Official Records Book 04430, Pages 0164 through and including 0166, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND SIX HUNDRED SEVENTY-TWO AND 45/100 DOLLARS (\$8,672.45) (the "Note"), dated June 6, 2002, and recorded in the Official Records Book 04430, Pages 0167 through and including 0168, Public Records of Seminole County, Florida, which encumbered the property located at 2409 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK 3, 3RD SECTION DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-524-0300-0060

(the "Property,") were made by **Shirley Oneal** (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 SIX THOUSAND NINE HUNDRED THIRTY-SEVEN AND 96/100 THOUSAND AND NO/100 DOLLARS (\$6,937.96), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 21, 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
4/27/05
satisfaction-Shirley Oneal

Payoff Mortgage

6,937.96 **118945**

Apr 21, 2005

2409 Hartwell Avenue / O'NEAL-REDDEN

6,937.96

O'Neal

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER. SEE BACK FOR DETAILS

K.E.L. TITLE INSURANCE AGENCY, INC.
ESCROW ACCOUNT
1301 WEST COLONIAL DRIVE
ORLANDO, FLORIDA 32804
Phone: (407) 786-9888

RBC CENTURA BANK
Orlando, Florida
63-1288/670

118945

April 21, 2005

PAY

****Six Thousand Nine Hundred Thirty Seven dollars & Ninety Six cents****

****\$6,937.96**

TO THE
ORDER
OF

Seminole County
Community Development Office / SHIP

VOID AFTER 6 MONTHS

File No. 05-1283 2409 Hartwell Avenue / O'NEAL-REDDEN

Cristina...

Authorized Signature

MP

⑈ 118945 ⑈ ⑆ 0670128821 ⑆ 7090016867 ⑈

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7505		CEDAR CREEK CIR HARTWELL AVE MARSHALL AVE																																											
GENERAL Parcel Id: 36-19-30-524-0300-0060 Tax District: S1-SANFORD Owner: O NEAL SHIRLEY A Exemptions: 00-HOMESTEAD Address: 2409 HARTWELL AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 2409 HARTWELL AVE SANFORD 32771 Subdivision Name: DREAMWOLD 3RD SEC Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$67,444 Depreciated EXFT Value: \$0 Land Value (Market): \$14,335 Land Value Ag: \$0 Just/Market Value: \$81,779 Assessed Value (SOH): \$63,098 Exempt Value: \$25,000 Taxable Value: \$38,098 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>SPECIAL WARRANTY DEED</td> <td>02/2001</td> <td>04031</td> <td>0097</td> <td>\$63,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>09/2000</td> <td>03962</td> <td>1884</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>09/2000</td> <td>03924</td> <td>1596</td> <td>\$48,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1980</td> <td>01311</td> <td>1302</td> <td>\$33,000</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1980</td> <td>01287</td> <td>0898</td> <td>\$3,500</td> <td>Vacant</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	02/2001	04031	0097	\$63,000	Improved	SPECIAL WARRANTY DEED	09/2000	03962	1884	\$100	Improved	CERTIFICATE OF TITLE	09/2000	03924	1596	\$48,900	Improved	WARRANTY DEED	12/1980	01311	1302	\$33,000	Vacant	WARRANTY DEED	07/1980	01287	0898	\$3,500	Vacant	2004 VALUE SUMMARY Tax Value(without SOH): \$954 2004 Tax Bill Amount: \$743 Save Our Homes (SOH) Savings: \$211 2004 Taxable Value: \$36,260 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.																																													

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04430 PG 0164
CLERK'S # 2002891476
RECORDED 06/10/2002 10:27:34 AM
MTB DOC TAX 30.45
RECORDING FEES 24.00
RECORDED BY M Nolden

SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 6th day of June, 2002.

Between Shirley Oncal, hereinafter referred to as "Owner," and Seminole County, 1101 E. First Street, Sanford, Florida 32771 a political subdivision of the State of Florida, 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 (their existing housing) found upon such owned real property; said real property being located at: 2409 Hartwell Ave, Sanford, Florida 32771-4168 And said property being legally described as: Lot 6 Block 3, 3rd Section Dreamworld according to the Plat thereof as recorded in Plat Book 4 Page 70 Public Records of Seminole County Florida # 36-12-30-524-0300-0050 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, or benefit, the Owner agree 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

A^x
Annie Knight
407-665-7366

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

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

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

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

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

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

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

Marnie L. Randolph
Signature of Witness -

Shirley O'Neal
Signature of Owner

Marnie L. Randolph
Print name

Shirley O'Neal
Print name

Signature of Witness -

Signature of Owner

Print name

Print name

STATE OF FLORIDA
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal, this 6th day of June, 2003.

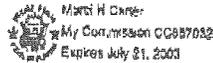
This instrument prepared by and return to:

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

Marci H. Carter
(Notary Signature)

Marci H. Carter
NOTARY PUBLIC
State of Florida at Large
My Commission expires 7/21/08

Seal



Top 100 Certified Copy

SHIP Deferred Payment Promissory Note

NAME: Shirley Oneal CASE NO. _____
AMOUNT: \$8673.45 DATE: 5-6-02

ADDRESS 2409 Hartwell Ave, Sanford, Florida 32771-4168 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 Eight Thousand Six Hundred Seventy Three and 45/100 Dollars (\$ 8673.45). Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

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

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

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

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

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

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

IN WITNESS WHEREOF, the said party hereunto set Her hand) and seal this day and year first above written. O

ATTEST:

Marcus S. Randolph
Signature of Witness

Shirley Ornel
Signature of Owner

Monie L. Randolph
Print Name

Shirley Ornel
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

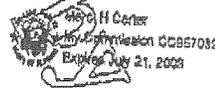
BEFORE ME personally appeared Shirley Ornel to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 04th day of June, 2002.

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

Marc H Carter
(Notary Signature)

NOTARY PUBLIC
State of Florida at Large
My Commission expires 7-21-08
Seal



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 29, 2001, and recorded in Official Records Book 04295, Pages 0961 through and including 0965, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated November 29, 2001, and recorded in the Official Records Book 04295, Pages 0966 through and including 0968, Public Records of Seminole County, Florida, which encumbered the property located at 944 Lake Destiny Road, #170B, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

THAT CERTAIN CONDOMINIUM PARCEL KNOWN AS UNIT NO. 170-B, DESTINY SPRINGS, A CONDOMINIUM, AND AN UNDIVIDED .003563 INTEREST IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNIT, ALL IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF DESTINY SPRINGS, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1337, PAGE 1890, AS AMENDED IN OFFICIAL RECORDS BOOK 1340, PAGE 1647, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 23-21-29-515-0000-170B

(the "Property,") were made by Brian Patrick Dean, 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 his 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 19, 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, his 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
4/27/05
satisfaction-Brian Patrick Dean



FIDELITY NATIONAL TITLE INSURANCE COMPANY
 ESCROW TRUST - ORLANDO BRANCH 68401
 601 N. MAGNOLIA AVENUE, SUITE 200
 ORLANDO, FL 32801
 (407) 841-1610

SUNTRUST BANK
 CENTRAL FLORIDA, N.A.
 68-215/631

224754

ESCROW NO. 05-001-616606

April 19, 2005

PAY

\$*5,000.00*

FIVE THOUSAND AND 00/100*****

TO
 THE
 ORDER
 OF

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE
 1101 EAST 1ST STREET, SUITE 3301
 SANFORD, FL 32771

ESCROW TRUST ACCOUNT - VOID AFTER 90 DAYS

[Handwritten Signature]

[Handwritten Signature]

 TWO SIGNATURES REQUIRED

Loan No: ⑈ 224754 ⑈ ⑆063102152⑆0215252183596⑈

224754

FIDELITY NATIONAL TITLE INSURANCE COMPANY
 ESCROW TRUST - ORLANDO BRANCH 68401

DETACH AND RETAIN THIS STATEMENT
 THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
 IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

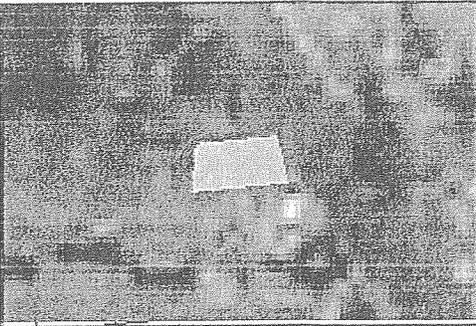
224754

County #/Branch #: 0454/0001
 Escrow Number: 05-001-616606
 Buyer : Erick W. Sanchez

Date: 04/19/05

Check No: 224754
 Amount: \$5,000.00

Seller : Brian P. Dean
 Property: 944 Lake Destiny Road, Altamonte Springs, FL 32714
 Loan No:
 Principal Balance: 5,000.00

<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 407-666-7505</p>																															
<p align="center">GENERAL</p> <p>Parcel Id: 23-21-29-515-0000-170B Tax District: A2-ALTAMONTE-REDVDST</p> <p>Owner: DEAN BRIAN P Exemptions:</p> <p>Address: 944 LAKE DESTINY RD #170B</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32714</p> <p>Property Address: 944 LAKE DESTINY #170B RD ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: DESTINY SPRINGS 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: \$41,795</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$41,795</p> <p>Assessed Value (SOH): \$41,795</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$41,795</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>11/2001</td> <td>04295</td> <td>0947</td> <td>\$36,500</td> <td>Improved</td> </tr> <tr> <td>TRUSTEE DEED</td> <td>06/1990</td> <td>02213</td> <td>1341</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>03/1987</td> <td>01837</td> <td>0371</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1981</td> <td>01350</td> <td>1443</td> <td>\$28,400</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	11/2001	04295	0947	\$36,500	Improved	TRUSTEE DEED	06/1990	02213	1341	\$100	Improved	QUIT CLAIM DEED	03/1987	01837	0371	\$100	Improved	WARRANTY DEED	07/1981	01350	1443	\$28,400	Improved	<p>2004 VALUE SUMMARY</p> <p>2004 Tax Bill Amount: \$743</p> <p>2004 Taxable Value: \$37,776</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																										
WARRANTY DEED	11/2001	04295	0947	\$36,500	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>.10</td> <td></td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	.10		<p align="center">LEGAL DESCRIPTION</p> <p>LEG UNIT 170B DESTINY SPRINGS CONDO ORB 1337 PG 1890</p>																		
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Appendage / Sqft		SCREEN PORCH FINISHED / 70																													
<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>																															

Prepared By & Return To:
ORLANDO TITLE & ABSTRACT
2699 Lee Rd. Suite 475
WINTER PARK, FL 32789
Ph. 407-629-4162 Fax 407-629-4203

10929

MARYANNE HORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04295 PG 0961
CLERK'S # 2002814788
RECORDED 01/16/2002 10:10:54 AM
RECORDING FEE \$7.50
BY

Stephanie Musselwhite
Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29th day of Nov, 2001 by and between Brian Patrick Dean 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 Second Mortgage Note of even date herewith (\$5,000.00), 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: CHER WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

12/15 RETURN TO: 01-12516
1-15 AMERICAN PIONEER
TITLE INSURANCE COMPANY
489 E. Semoran Blvd., #100-A
Casselberry, FL 32707

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.

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 Five Thousand Dollars and 00/100(\$5,000.00) 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 term of this 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: STEPHANIE MUSSELWHITE

Stephanie Musselwhite

Print Name:

HEATHER DE LOS REYES

Print Name:

Print Name:

Brian Patrick Dean
Print Name: Brian Patrick Dean

Print Name:

Print Name:

Print Name:

7/10/02

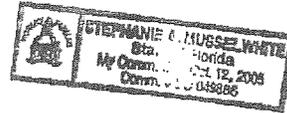
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of Nov 2001, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BRIAN PATRICK DEAN 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.

[Handwritten signature]

Name:
Notary Public
Serial Number
Commission Expires:



This is not a certified copy

EXHIBIT A

This is not a certified copy

That certain Condominium Parcel known as Unit No. 170-B, DESTINY SPRINGS, A CONDOMINIUM, and an undivided .003563 interest in the land, common elements and common expenses appurtenant to said unit, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Destiny Springs, A Condominium, as recorded in Official Records Book 1337, Page 1890, as Amended in Official Records Book 1340, Page 1647, all of the Public Records of Seminole County, Florida.

Prepared By Return To:
ORLANDO TITLE & ABSTRACT
2699 Lee Rd Suite 475
WINTER PARK, FL 32789
Ph. 407-629-4162, Fax 407-629-4203
Stephanie Nusselwind

12929

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

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 **Five Thousand Dollars & 00/100 (\$5,000.00)**. 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.

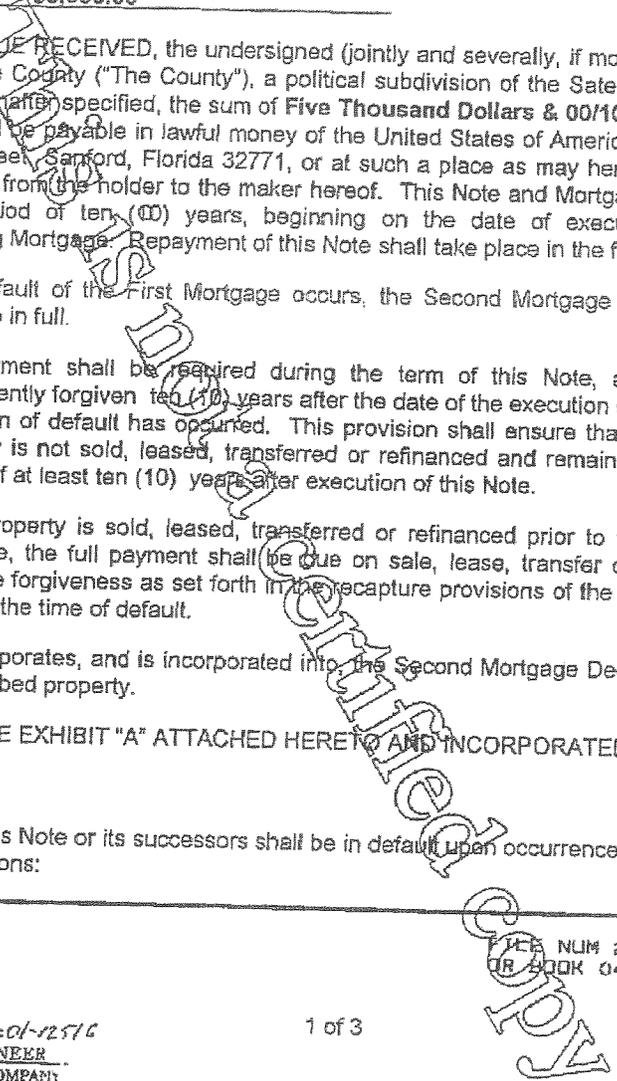
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

12/8 RETURN TO: 01-12516
1-15 AMERICAN PIONEER
TITLE INSURANCE COMPANY
469 E. Semoran Blvd., #1000
Casselberry, FL 32706

FILE NUM 2002814788
OR BOOK 04295 PAGE 0966



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

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

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, 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.

Print Name: STEPHANIE MUSSELWHITE

Print Name: Brian Patrick Dean

Print Name: HEATHER DE LOS REYES

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of November, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ and _____ 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.

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 June 30, 1995, and recorded in Official Records Book 2936, Pages 0942 through and including 0946, 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 June 30, 1995, and recorded in the Official Records Book 2936, Pages 0947 through and including 0950, Public Records of Seminole County, Florida, which encumbered the property located at 411 Satsuma Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK C, 2ND RAVENNA PARK SECTION OF LOCH ARBOR,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
13, PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-512-0C00-0060

(the "Property,") were made by Susan L. Jones, a single woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage 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 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 and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least nine (9) 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____.

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
4/17/05
satisfaction-Susan Jones

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																							
GENERAL Parcel Id: 34-19-30-512-0C00-0060 Tax District: 01-COUNTY-TX DIST 1 Owner: JONES SUSAN L & Exemptions: 00-HOMESTEAD Own/Addr: MC WATTERS DONALD Address: 411 SATSUMA DR City,State,ZipCode: SANFORD FL 32771 Property Address: 411 SATSUMA DR SANFORD 32771 Subdivision Name: RAVENNA PARK 2ND SEC OF LOCH ARBOR Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$70,812 Depreciated EXFT Value: \$0 Land Value (Market): \$19,100 Land Value Ag: \$0 Just/Market Value: \$89,912 Assessed Value (SOH): \$82,134 Exempt Value: \$25,000 Taxable Value: \$57,134 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>06/1995</td> <td>02936</td> <td>0932</td> <td>\$58,000</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	06/1995	02936	0932	\$58,000	Improved	2004 VALUE SUMMARY Tax Value(without SOH): \$920 2004 Tax Bill Amount: \$798 Save Our Homes (SOH) Savings: \$122 2004 Taxable Value: \$47,191 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.																																																							

3715 Seminole County Homeownership Assistance Program



KTF 37178 RR/MLL

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of June 1995 by and between Susan L. Jones, a Single Woman 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 (\$ 2,000.00), 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 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 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 199.105(1)(c), FLORIDA STATUTES

This instrument was prepared by: RUSSELL REIBLE KAMPF TITLE AND GUARANTY CORP. 206 WEST FIRST STREET SANFORD, FLORIDA 32771

KAMPF TITLE AND GUARANTY CORPORATION 206 West First Street Sanford, Florida 32771 TELEPHONE # (407) 322-9484

Sanford, Florida, and any other jurisdiction, and any necessary incident to the fulfillment of conditions contained in a Title Insurance Commitment issued by it.

2035 OFFICIAL RECORDS BOOK PAGE

722190 MARYANNE ROUSE CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FLORIDA RECORDS & CLERK 03 APR -5 AM '95

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, of all constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be on the 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 certain Second Mortgages 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 herein 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 war, 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 this 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 if 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

2936
0949
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK
PAGE

Seminole County Homeownership Assistance Program



occupied by the Mortgagee, 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 xx (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 OR LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN FIVE (5) YEARS, TWENTY (20) YEARS OR xx THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagee shall repay the loan amount of ONE THOUSAND AND NO/100 dollars (\$ 1,000.00) 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.

OPTIONAL RECORDS 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 Mortgagee has hereunto signed and sealed these presents the day of April year first above written.

[Signature]
 Print Name: RUSSELL BATTLE Print Name: EDMAN L. JONES

[Signature]
 Print Name: BARRETT L. BERRY Print Name: 411 Gacama Drive
Seminole, Florida 32771

Print Name: _____
 Print Name: _____

Print Name: _____

Print Name: _____

Seminole County Homeownership Assistance Program

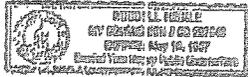


STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of June, 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared SUSAN L. JONES, A SINGLE WOMAN
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 A DRIVER LICENSE as identical (s) and who did
did not take an oath.

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

[Handwritten Signature]



Name: RUSSELL HINKLE
Notary Public
Serial Number 0020666
Commission Expires: 05/16/97

OFFICIAL RECORDS
BOOK PAGE
2936 0915
SEMINOLE CO. FL

Seaside County Homeownership Assistance Program



EXHIBIT 'A'
LEGAL DESCRIPTION

lot 6, Block C, SECOND BAYVIEW PARK SECTION OF LOCH ARBOR, according to the Plat thereof as recorded in Plat Book 13, Pages 29, 30 and 31, of the Public Records of Seminole County, Florida.

2936 0946
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL.

KAMPF TITLE & GUARANTY CORP.
P. O. BOX 1358, 200 W. FIRST STREET
SANFORD, FLORIDA 32771

Seminole County Homeownership Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$2,000.00

OFFICIAL RECORDS
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PAGE

2936 0914
SEMINOLE CO. FL

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 & NO/100 DOLLARS (\$ 3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 EAST WYLER STREET, APOFFEE 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 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) or 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:

- _____
- _____

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 189.185(1)(c), FLORIDA STATUTES

This instrument was prepared by:
ROSSELL REINHE
RAMP TITLE AND GUARANTEE CORP.
200 WEST FIRST STREET
SANFORD, FLORIDA 32771

OFFICIAL RECORDS
BOOK PAGE

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 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 their hands the day and year first above written.

Print Name: ROSELY DECHLE

Print Name: SUSAN L. JONES

Print Name: KAREN L. ELLSBY

Print Name: _____

Print Name: _____

Print Name: _____

2006 0919
OFFICIAL RECORDS
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STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 20th day of June, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUSAN L. JONES, A SINGLE WOMAN and ROSELY DECHLE 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 not take an oath.

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



Name: KAREN L. ELLSBY
Notary Public
Serial Number CC 282546
Commission Expires: 03/16/97

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 20, 1996, and recorded in Official Records Book 3176, Pages 0939 through and including 0943, 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 20, 1996, and recorded in the Official Records Book 3176, Pages 0944 through and including 0946, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 26, 1996, recorded in Official Records Book 3176, Pages 0947 through and including 0949, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1593 Canterbury Circle, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 39, BLOCK H, CAMELOT UNIT 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 95 AND 96 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 15-21-30-502-0H00-0390

(the "Property,") were made by Derrell L. Cockerham and Jacqueline M. Cockerham, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

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

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
4/27/05
satisfaction-Cockerham

<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 407-655-7505</p>																																													
<p>GENERAL</p> <p>Parcel Id: 15-21-30-502-0H00-0390 Tax District: C1-CASSELBERRY</p> <p>Owner: COCKERHAM DERRELL L & Exemptions: 00-HOMESTEAD</p> <p>Own/Addr: JACQUELINE M</p> <p>Address: 1593 CANTERBURY CIR</p> <p>City, State, Zip Code: CASSELBERRY FL 32707</p> <p>Property Address: 1593 CANTERBURY CIR CASSELBERRY 32707</p> <p>Subdivision Name: CAMELOT UNIT 2</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: \$106,950</p> <p>Depreciated EXFT Value: \$5,586</p> <p>Land Value (Market): \$20,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$132,536</p> <p>Assessed Value (SOH): \$90,267</p> <p>Exempt Value: \$25,500</p> <p>Taxable Value: \$64,767</p> <p>Tax Estimator</p>																																										
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<p>BUILDING INFORMATION</p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Bld</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>1973</td> <td>6</td> <td>1,626</td> <td>2,193</td> <td>1,626</td> <td>CB/STUCCO FINISH</td> <td>\$106,950</td> <td>\$124,360</td> </tr> <tr> <td colspan="3"></td> <td>Appendage / Sqft</td> <td colspan="6">OPEN PORCH FINISHED / 48</td> </tr> <tr> <td colspan="3"></td> <td>Appendage / Sqft</td> <td colspan="6">GARAGE FINISHED / 519</td> </tr> </tbody> </table>						Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1973	6	1,626	2,193	1,626	CB/STUCCO FINISH	\$106,950	\$124,360				Appendage / Sqft	OPEN PORCH FINISHED / 48									Appendage / Sqft	GARAGE FINISHED / 519					
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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>																																													

RETURN TO: SHEILA GONZALES
FIRST SOUTHWESTERN TITLE CO.
5965 RED BUG LK. RD. #221
WINTER SPRINGS FL. 32708

BERNARDINE HURGE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

928844

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3/4

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 20th day of December 1996 by and between DERRELL L. COCKERHAM and Jaqueline M. Cockerham 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, 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

XXXXXXXXXX
Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

ELC
ELC

OFFICIAL RECORDS
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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 lands 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.

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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) 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. Mortgagee shall repay 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 Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage 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.

Derrell L. Cockerham
Print Name: Derrell L. Cockerham
1593 Canterbury Circle, Casselberry, FL

Jaqueline M. Cockerham
Print Name: Jaqueline M. Cockerham
1593 Canterbury Cr. Casselberry, FL

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK PAGE

3176 0941

Certified Copy



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 20th day of December, 19996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Derrell L. Cockerham
and Jaqueline M. Cockerham, 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 current 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.

Sherry Hamilton

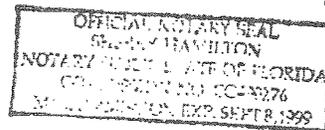
Name: SHERRY HAMILTON

Notary Public

Serial Number

Commission Expires:..

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SEMINOLE CO. FL



This is not a certified copy

Dec. 20/96



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SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 39, of Block H, CAMELOT UNIT 2, according to the Plat thereof as recorded in Plat Book 16, Page 95-96, of the Public Records of Seminole County, Florida.

This is not a certified copy

DRC
SNC

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) 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:

_____ *[Signature]*

RETURN TO: SHEILA GONZALES
FIRST SOUTHWESTERN TITLE CO. #221
5965 RED BUG LK. RD., WINTER SPRINGS FL. 32708

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
~~XERO COPY~~
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.

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.

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D.E.C.
G.M.K.

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]

Print Name: Derrell L. Cockerham
1593 Canterbury Circle Casselberry, Fl

[Signature]

Print Name: Jaqueline M. Cockerham
1593 Canterbury Cr., Casselberry, Fl

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22nd day of December, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Derrell L. Cockerham and Jaqueline M. Cockerham 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 current 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 _____

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SEMINOLE CO. FL

[Handwritten initials]

13/12
RETURN TO: sheila gonzales
FIRST SOUTHWESTERN TITLE CO
5965 RED BUG LK. RD. #221, WINTER SPRINGS FL. 32708

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

3176 0947
SEMINOLE CO. FL
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Applicant(s): DERRELL COCKERHAM AND JAUQUELINE M. COCKERHAM
Property Address: 1593 Canterbury Circle
Casselberry, Florida 32707

This Agreement is entered into this 20th day of December 1996 by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Seminole, Florida, 32771 (hereinafter "COUNTY") and
Derrell Cockerham and Jaqueline M. Cockerham (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.

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

96 DEC 26 AM 10:21

CLERK OF CIRCUIT COURT

928845

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.

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SEMINOLE CO. FL

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 82 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 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 (), 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 relationship involving the COUNTY.

ATTEST:

Mary Vera Mantzaris

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser
GARY E. KAISER - Acting County Manager

WITNESSES

Luba Jent
Sherry Hamilton
SHERRY HAMILTON

Date: 11-26-96
Jackie & Derrell Cockham
HOMEBUYER
Jackie & Derrell Cockham
Date: 11-26-96

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 26th day of November 1996, by Jackie & Derrell Cockham, couple, who is personally known to me or who has produced as identification.

Dorothy L. Allen
Print Name Dorothy L. Allen

Notary Public in and for the County and State Aforementioned

My commission expires:



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PAGE
865K
3176 0949
SEMINOLE CO. FL.

COPIED

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 September 28, 2000, and recorded in Official Records Book 3933, Pages 0034 through and including 0038, 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 September 28, 2000, and recorded in the Official Records Book 3933, Pages 0039 through and including 0042, Public Records of Seminole County, Florida, which encumbered the property located at 113 McKay Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description: LOT 4, BLOCK C, WASHINGTON OAKS, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-521-0C00-0040

(the "Property,") were made by Kristie Wellon-Lewis and Anthony Lewis, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 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 Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
4/27/05
satisfaction-Wellon-Lewis

Apr 11, 2005

113 McKay Boulevard / WELLON-LEWIS1st
Wellon-Lewis

25,000.00

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

K.E.L. TITLE INSURANCE AGENCY, INC.
ESCROW ACCOUNT
1301 WEST COLONIAL DRIVE
ORLANDO, FLORIDA 32804
Phone: (407) 786-9888

RBC CENTURA BANK
Orlando, Florida
63-1288/670

113685

PAY

April 11, 2005

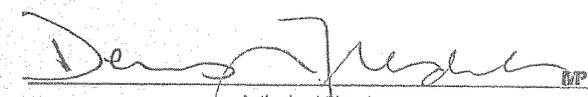
****Twenty Five Thousand dollars & no cents****

****\$25,000.00**

TO THE
ORDER OF **Seminole County**
OF

VOID AFTER 6 MONTHS

File No. 05-3590 113 McKay Boulevard / WELLON-LEWIS1st


Authorized Signature

⑈ 113685⑈ ⑆067012882⑆7090016867⑈

<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: 31-19-31-521-0C00-0040 Tax District: S1-SANFORD</p> <p>Owner: LEWIS KRISTIE D W Exemptions: 00-HOMESTEAD</p> <p>Address: 113 MCKAY BLVD</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 113 MC KAY BLVD SANFORD 32771</p> <p>Subdivision Name: WASHINGTON OAKS SEC 1</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: \$63,834</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$74,834</p> <p>Assessed Value (SOH): \$59,672</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$34,672</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>09/2000</td> <td>03933</td> <td>0025</td> <td>\$67,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/2000</td> <td>03900</td> <td>1725</td> <td>\$37,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>07/1997</td> <td>03265</td> <td>1480</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1971</td> <td>00880</td> <td>0165</td> <td>\$17,200</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	09/2000	03933	0025	\$67,000	Improved	WARRANTY DEED	07/2000	03900	1725	\$37,000	Improved	QUIT CLAIM DEED	07/1997	03265	1480	\$100	Improved	WARRANTY DEED	01/1971	00880	0165	\$17,200	Improved	<p align="center">2004 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$894</p> <p>2004 Tax Bill Amount: \$675</p> <p>Save Our Homes (SOH) Savings: \$219</p> <p>2004 Taxable Value: \$32,934</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>										
Deed	Date	Book	Page	Amount	Vac/Imp																																				
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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>																																									

371520

Seminole County Homeownership Assistance Program Second Mortgage Deed

PREPARED BY AND RETURN TO:
BENNY J. WALKER, JR., ESQUIRE
WALKER & TUDHOPE, P.A.
236 E. HAITLAND AVE., SUITE 216
HAITLAND, FL 32751

26108

MARYANNE MORSE
PLER OF SEMINOLE COUNTY
598594

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th day of October 2000 by and between Kristie Weilon-Lewis & Anthony Lewis, husband & wife. Thersin 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 (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 to 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 428.513(1) AND 199.185(1)(c), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
BENNY J. WALKER, JR.
WALKER & TUDHOPE
ASSISTANCE PROGRAM -
ATTN: CHERYL MOULT
220 N. WESTMOUNT DR., STE 61074
ALTA MONTE SPRING, FL 32714

2000 OCT - 28 8:29
SEMINOLE COUNTY, FL
RECORDING DEPARTMENT

933 0031
OFFICIAL RECORDS
PAGE

OFFICIAL RECORDS
BOOK PAGE

2003 0035

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.

OFFICIAL RECORDS
BOOK PAGE

3933 0036

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 this 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:

Print Name: Kristie Wellon-Lewis

Print Name:

Print Name: Anthony Lewis

Print Name:

Print Name:

Print Name:

Print Name:

COPY

OFFICIAL RECORDS BOOK FILE

3933 0037

SEMBOLE CO. FL

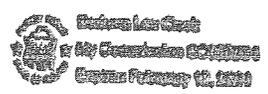
STATE OF FLORIDA
COUNTY OF SEMBOLE

I HEREBY CERTIFY that on this 28th day of September 2000
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Kestie Wellon-Lewis
and Anthony Lewis 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 Valid Photo ID as identification and who did
did not take a oath.

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

Bachara Lee Cook

Name:
Notary Public
Serial Number
Commission Expires:



This is not a certified copy

OFFICIAL
BOOK

3933 0038

SEMIWALK CO., FL

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 4, BLOCK C, WASHINGTON OAKS SECTION ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGES 7 AND 8, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This is not a certified copy

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:

3939 0039
OFFICIAL RECORDS
SEMINOLE CO. FLA.

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)(a), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
B.M.P. HOUSING ASSISTANCE PROGRAM -
ATTN: CHERI WRIGHT
330 N. WESTMONTIE DR., STE 107A
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, 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.

3933 0040
SEMINOLE CO. FL
OFFICIAL RECORDS
PAGE

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.

Barbara Lee Cook
Print Name: BARBARA LEE COOK

Kristie Wallon-Lewis
Print Name: Kristie Wallon-Lewis

Michael J. Bosario
Print Name: MICHAEL J. BOSARIO

Anthony F. Lewis
Print Name: Anthony Lewis

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of September, 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Kristie Wallon-Lewis and Anthony Lewis, 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 Valid Photo ID as identification and who did not take an oath.

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

Barbara Lee Cook
Name:
Notary Public
Serial Number
Commission Expires: February 12, 2001

3993 0041
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK

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 SEMINOLE COUNTY EMERGENCY REPAIR HOUSING
PROGRAM GRANT AGREEMENT AND MEMORANDUM OF AGREEMENT
AND RELEASE OF RESTRICTIVE COVENANTS

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Emergency Repair Housing Program Grant Agreement dated May 31, 2001, (the "Agreement") and that certain Memorandum of Agreement, also dated May 31, 2001, and recorded in the Official Records Book 4089, Page 0939 (the "Memorandum"), Public Records of Seminole County, Florida; and

WHEREAS, both the Agreement and the Memorandum of Agreement encumbered the property located at 2853 S. Sanford Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 17, BLOCK C, WOODMERE PARK, 2ND REPLAT, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-505-0C00-0170

(hereinafter the "Property,") were made by **John and Gloria Lamb**, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and Meals On Wheels Etc., Inc., 1097 Sand Pond Road, Lake Mary, Florida 32746 (the "Subrecipient"); and

WHEREAS, the Agreement and the Memorandum of Agreement originated a deferred payment loan in the amount of FOUR THOUSAND FOUR HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$4,446.00) to rehabilitate and remodel the residence of the Owners; and

WHEREAS, said Agreement and Memorandum of Agreement, upon their recording, created certain restrictive covenants and granted to Seminole County and Meals On Wheels Etc., Inc., as Subrecipient, certain interests 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 Agreement and Memorandum of Agreement; and

WHEREAS, the Agreement and the Memorandum of Agreement contained a provisions for early release of the restrictive use covenants and early termination of the affordability period as well as a reduction of the amount required for repayment; and

WHEREAS, the Memorandum, prepared by Meals On Wheels, Etc., Inc. and executed by the Owners provided that either the County or the Subrecipient was entitled to recover the repayment of the loan and to execute release of any remaining restrictive covenants in the event of early termination of the Agreement; and

WHEREAS, the Owners have sold the property within the five (5) year period; and

WHEREAS, the Agreement provides for a repayment of forty percent (40%) of the principal in the event the Agreement was terminated after three (3) years, but before four (4) years from the date of commencement thereof; and

WHEREAS, the Owners of the Property have tendered payment to the County in the amount of ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS (\$1,778.40) on or about April 13, 2005, which sum reflects forty percent (40%) of the original loan amount; and

WHEREAS, Seminole County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any interest they obtained pursuant to any instruments or proceedings, except as noted above; and

WHEREAS, the County has been requested and is empowered to release the Property from any and all liens, encumbrances and restrictive use covenants within the loan documents:

NOW THEREFORE, in consideration of the foregoing recitals, and pursuant to the terms of the Agreement and the Memorandum of Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said Emergency Repair Housing Program Grant and all instruments in connection therewith.

The Property, the Owners, their heirs, assigns and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreement or the Memorandum of Agreement and all restrictive covenants and every part thereof as to use, alienation and other matters and Seminole County does hereby direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

IN WITNESS WHEREOF, the County, by and through the undersigned officials has caused this instrument to be executed as of the dates set forth below.

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
AWS/lpk
4/27/05
satisfaction-Lamb

MILLER, SOUTH, MILHAUSEN & CARR, P.A.

UNITED HERITAGE BANK

File: 870-297

Trust Account
2699 Lee Road, Suite 120
Winter Park, FL 32789
Ph. 407-539-1638

001409

No.

DATE

04/13/05

One thousand seven hundred seventy eight and 40/100 Dollars

\$\$\$1,778.40

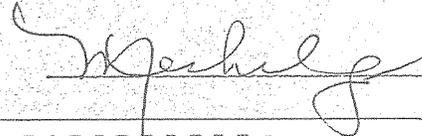
PAY

TO THE
ORDER
OF

SHIP

VOID AFTER 90 DAYS

Memo:



MP

⑈00001409⑈ ⑆063115123⑆ 0103003535⑈

No.

Payee: SHIP; ,
Check Date: 04/13/05 Amount: \$\$\$1,778.40 Check No.: 001409 Order Number: 870-297

Hud	Description	Total
505	Payoff of second mortgage loan	1,778.40
Property Address: 2853 S SANFORD AVE SANFORD FL 32773		
Seller: JOHN E. LAMB and GLORIA M. LAMB Buyer: KLEBER SANCHEZ		

MILLER, SOUTH, MILHAUSEN & CARR, P.A.

UNITED HERITAGE BANK

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																				
GENERAL Parcel Id: 06-20-31-505-0C00-0170 Tax District: S1-SANFORD Owner: LAMB JOHN E & GLORIA M Exemptions: 00-HOMESTEAD Address: 2853 S SANFORD AVE City,State,ZipCode: SANFORD FL 32773 Property Address: 2853 SANFORD AVE SANFORD 32773 Subdivision Name: WOODMERE PARK 2ND REPLAT Dor: 01-SINGLE FAMILY		2005 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$56,735 Depreciated EXFT Value: \$448 Land Value (Market): \$10,224 Land Value Ag: \$0 Just/Market Value: \$67,407 Assessed Value (SOH): \$50,322 Exempt Value: \$25,000 Taxable Value: \$25,322 Tax Estimator																																																		
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5/1

MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

YOU ARE NOTIFIED of an agreement between John and Gloria Lamb as OWNER, whose mailing address is, 2853 South Sanford Ave, Sanford, Florida 32773, and the SUBRECIPIENT, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 Sand Pond Road Lake Mary, Florida 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/her primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at 2853 South Sanford Ave, Sanford, Florida 32773 Seminole County, Florida, and is legally described as: Lot 17 Block C Woodmere Park, 2nd Replat according to the Plat thereof as recorded in Plat Book 13, Page 73, Public Records of Seminole County, Florida

BOOK 4089 PAGE 0939
SEMINOLE COUNTY, FL
RECORDED & VERIFIED
01 MAY 31 PM 3:05
MARKYANNE MURSE
CLERK OF CIRCUIT COURT
701571

WITNESSES
Alessa B. Cruz
SIGNATURE
Alessa B. Cruz
PRINT NAME
Alessa B. Cruz
SIGNATURE
Alessa B. Cruz
PRINT NAME

OWNER(S)
John E Lamb
SIGNATURE
John Lamb
PRINT NAME
Gloria M. Lamb
SIGNATURE
Gloria Lamb
PRINT NAME

STATE OF **Florida**
COUNTY OF **Seminole**

The foregoing instrument was acknowledged before me this 31 day of May, 2001, by John Lamb and Gloria Lamb

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

 Marci H Carter
My Commission CC857032
Expires July 21, 2003

Print Name MARCI H CARTER
Notary Public in and for the County and State
Aforementioned.
My commission expires: 7/21/2003

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

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

SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of May, 2001 by and between John and Gloria Lamb, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals On Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, John and Gloria Lamb is the OWNER in fee simple of the following described land, to wit: Lot 17 Block C Woodmere Park, 2nd Replat according to the Plat thereof as recorded in Plat Book 13 Page 73 Public Records of Seminole county Florida,

WHEREAS, the OWNER has applied to the SUBGRANTEE for a grant, the proceeds of which are solely to be used for the partial payment for improvements upon the above described land in accordance with the plans and specifications submitted to and approved by the Subgrantee; and

WHEREAS, the SUBGRANTEE has determined that the OWNER meets all Federal and State criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, the parties hereto agree that except as set forth herein, **the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest therein;** and

WHEREAS, OWNER agrees that the COUNTY shall be entitled to recover certain portions of the grant should the OWNER cease to own and occupy the aforementioned property through transfer of title, sale, lease, or in any other manner dispose of the aforementioned property within a Five (5) year period, as applicable, from the date of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. General.

(a) The parties hereto agree that the disbursement of the grant shall be based on the schedule attached hereto.

(b) This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialmen, contractors, craftsmen, laborers, or others for goods or services delivered by them to or upon said premises or for debts or claims accruing to the said parties against the OWNER. It is distinctly understood and agreed that no contractual relation either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supply any work, labor or materials for the job exists.

(c) Disbursements, inspections, and other services rendered by the SUBGRANTEE, its employees, agents and/or supervisors of construction shall be made and rendered solely and only for the protection and benefit of the SUBGRANTEE and neither the OWNER nor any other persons, firm or corporation shall be entitled to claim or recover any loss or damage against the SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and abide by any contract, agreement or understanding between the OWNER or any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

(d) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(e) The following attachments are incorporated and made part of this Agreement. Specific attachments to this Agreement include:

- (A) Construction Agreement between OWNER and Contractor
- (B) General Conditions
- (C) Work Write-Up Sheet(s)
- (D) Notice of Commencement
- (E) Memorandum of Agreement

Section 2. OWNER's Responsibility.

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of Four Thousand Four Hundred Forty Six and no/100 DOLLARS (\$4446.00), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

(b) The OWNER agrees that should he or she cease to occupy, through transfer of title, sale, lease, or in any other manner divest himself or herself of an interest in the above described property within a FIVE (5) year period, as applicable, from the date first above written, Seminole County shall be entitled to receive, from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

5 - YEAR Period Elapsed Time At the end of	Amount Due To SEMINOLE COUNTY
One year	80%
Two years	60%
Three years	40%
Four years	20%
Five years	0%

(c) The OWNER shall not begin construction on the above described property for work that requires a permit until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.

(d) The OWNER covenants that all improvements made upon said property will be completed in accordance with the plans, specifications and supplements thereto within the allotted time for completion.

(e) The OWNER will collect and provide to the SUBGRANTEE all lien waivers for all work performed and materials provided by subcontractors or suppliers, respectively.

(f) The OWNER shall be responsible for giving all notices and performing all acts required to be performed by the OWNER under Chapter 713, Florida Statute, and should the SUBGRANTEE perform this act for the OWNER it shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be held responsible for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statute, shall remain with the OWNER.

(g) The OWNER shall furnish to the SUBGRANTEE, within twenty-four (24) hours (excluding weekends and legal holidays) following receipt, any copy of notices filed, posted, or served by a lienor (as defined by Ch. 713, F.S.) on the OWNER.

(h) Should the OWNER default or fail to perform in the manner described herein the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, may deem appropriate to effect completion of the property improvements.

(i) The OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien which is filed or said property described herein by any and all lienors.

Section 3. SUBGRANTEE's Responsibilities.

(a) The SUBGRANTEE covenants that the OWNER shall not be obligated to repay to Seminole County the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.

(b) The SUBGRANTEE shall reserve the right to inspect and reject all work performed and materials used in the construction/refurbishment of said property. The SUBGRANTEE shall make inspections at any time and no payments shall be made for Work, materials, or services provided until full acceptance is made by the SUBGRANTEE.

(c) The SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings shall comply with the Contract Documents, Plans, specifications and any supplements thereof. Only new, first class material and labor which is in compliance with the specifications and furnished according to the Plans will be accepted by the SUBGRANTEE.

(d) The SUBGRANTEE shall not make disbursements of the Grant if any of the following situations are evident:

(1) The construction is not in accordance with the approved Plans and specifications.

(2) Outstanding claims of lien have been filed against the project and not fully satisfied by the OWNER at the time of the requested disbursement.

(3) Proper affidavits have not been executed and delivered as required by the SUBGRANTEE.

(4) The CONTRACTOR fails to meet any predetermined time frames for requesting of payment.

(e) The SUBGRANTEE reserves the right to withhold a retainage ten percent (10%) to assure the completion of all work by the OWNER, CONTRACTOR(s), subcontractor(s), and/or materialmen. The retainage shall not be released until the SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.

(f) The SUBGRANTEE shall assure compliance of all refurbishment efforts as dictated by the Plans, specifications and supplements mutually approved.

(g) The SUBGRANTEE shall assure that the rate of progress of the Project is sufficient to insure completion by the agreed completion date. The SUBGRANTEE shall be the final determinant as to claims or questions arising out of the measurement of the Contract completion date. Any requests for adjustments to the Contract completion shall be made in writing to the SUBGRANTEE who shall have final say as to its appropriateness.

IN WITNESS WHEREOF, the parties hereto, having set their hands hereunder, affix their respective seals the day and year aforesaid.

WITNESSES:

OWNER:

Marci Carter
Signature
MARCI H. CARTER
Print Name

x John E. Lamb
Signature
John Lamb

Marci H. Carter
Signature
MARCI H. CARTER
Print Name

x Gloria M. Lamb
Signature
Gloria Lamb

Address: 2853 South Sanford Ave, Sanford, Florida 32773

WITNESSES:

SUBGRANTEE:

Adessa B. Cruz
Signature
Adessa B. Cruz
Print Name

Marci H. Carter
Signature
MARCI H. CARTER
Print Name

Address: 1097 Sand Pond Road, Lake Mary, FL 32746

HB/gn
7/5/94
CDBG\SUBRECP.AGT
ERSUBREP.AGT 12-28-94 TMR

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 24, 1997, and recorded in Official Records Book 3233, Pages 1524, through and including 1528, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 24, 1997, and recorded in the Official Records Book 3233, Pages 1529, through and including 1532, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 19, 1997, recorded in Official Records Book 3233, Pages 1533 through and including 1535, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2400 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 2, REPLAT OF BLOCK 7 AND A PORTION OF BLOCK 2 OF WYNNEWOOD, SANFORD, FLA., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 52 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-523-0200-0010

(the "Property,") were made by **Thomas W. Cartwright and Susan M. Cartwright**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owners did maintain the Property as their residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the surviving 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 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
5/12/05
satisfaction-Cartwright

SHIP SATISFACTION OF MORTGAGE
DOCUMENT PREPARATION
INFORMATION FORM

Name(s) of Mortgagor(s):	Thomas W. & Susan M. Cartwright
Married or single persons:	Married
Address of Mortgagor(s):	See attached
Address of Property To be financed:	See attached
Parcel Identification No.:	See attached
Legal Description:	See attached
Principal Amount of Mortgage and Note:	\$3,500.00
Dated Date of Note: (same as closing)	N/A
Rate of Interest:	0
Maturity Date of Note:	April 24, 2007
Deferred Payment (Y/N): If no, provide details of amortization schedule	Yes
If First and Second Mortgage Note Combi- nation, provide details:	N/A
Affordability Period:	10 years
Forgiveness Date:	April 24, 2007
Restrictive Covenants: Desired, if any	N/A
Purpose of Loan:	Down Payment Assistance
Special Terms and Conditions or other important facts:	

This is a satisfaction of mortgage that is being requested.

Please attach a copy of title insurance commitment or title report showing other encumbrances or liens on the subject property, if available.

<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>GENERAL</p> <p>Parcel Id: 31-19-31-523-0200-0010 Tax District: S1-SANFORD</p> <p>Owner: BOLTON GARTH Exemptions:</p> <p>Address: 103 LISA LP</p> <p>City, State, Zip Code: WINTER SPRINGS FL 32708</p> <p>Property Address: 2400 SUMMERLIN AVE SANFORD 32771</p> <p>Subdivision Name: WYNNEWOOD REPLAT</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: \$50,120</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$21,828</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$71,948</p> <p>Assessed Value (SOH): \$71,948</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$71,948</p> <p>Tax Estimator</p>																																																												
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<p>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>1951</td> <td>3</td> <td>925</td> <td>1,519</td> <td>925</td> <td>CONC BLOCK</td> <td>\$50,120</td> <td>\$72,902</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>OPEN PORCH FINISHED / 64</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>GARAGE UNFINISHED / 231</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>UTILITY UNFINISHED / 171</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>ENCLOSED PORCH FINISHED / 128</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></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	1951	3	925	1,519	925	CONC BLOCK	\$50,120	\$72,902		Appendage / Sqft		OPEN PORCH FINISHED / 64								Appendage / Sqft		GARAGE UNFINISHED / 231								Appendage / Sqft		UTILITY UNFINISHED / 171								Appendage / Sqft		ENCLOSED PORCH FINISHED / 128						
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	Appendage / Sqft		ENCLOSED PORCH FINISHED / 128																																																										
<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 RECORDS
BOOK

3. 13 1524



Seminole County Homeowners' Association Property SEMINOLE CO. FL

Second Mortgage Bond

THIS SECOND MORTGAGE DEED is hereby made and entered into the 13th day of APRIL 1987 by and between Walter M. Hartman, Sr. and Walter M. Hartman, Jr. 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.)

WALTER M. HARTMAN, Sr. and Walter M. Hartman, Jr. hereinafter referred to as the Mortgagor hereby grants, conveys, sells, alien, 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 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 to 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 the 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 218.51(1) AND 218.52(1)(a), FLORIDA STATUTES

Walter M. Hartman, Sr.
Walter M. Hartman, Jr.
Seminole County Homeowners' Association
and the State of Florida
Sanford, Florida 32771
April 13, 1987

OR. 3223 - 1524

RECORDED & VERIFIED

Thomas
442
Dai-
0660

Seaside 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 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 described in Exhibit 'A'.

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

SEE EXHIBIT IS 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 herein 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 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 other; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, correct or suffer no writ, impoundment 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 other; 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 other. 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 other, 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 from 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 Mortgagor 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 created or thereafter accruing.

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

INTEREST

3 2 3 3
1 5 2 5
SPECIAL SERVICES

Sanborn County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) 5 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 Sanborn County, Florida. Should the 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. Mortgagee shall repay the loan amount of nothing less than one and no more than one (1,000.00) to Mortgagee in full, less any available insurance as provided in the certificate 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 Mortgagee has hereunto signed and sealed these presents this 1st day of April 2005.

WITNESSES: First Name: <u>BOB GIBSON</u> _____ WITNESS: First Name: <u>BOB GIBSON</u> _____ _____ First Name: _____ _____ First Name: _____	_____ First Name: <u>Thomas E. Gentrylight</u> _____ _____ First Name: <u>Thomas E. Gentrylight</u> _____
--	--

SERIAL RECORDS
 57293
 1526

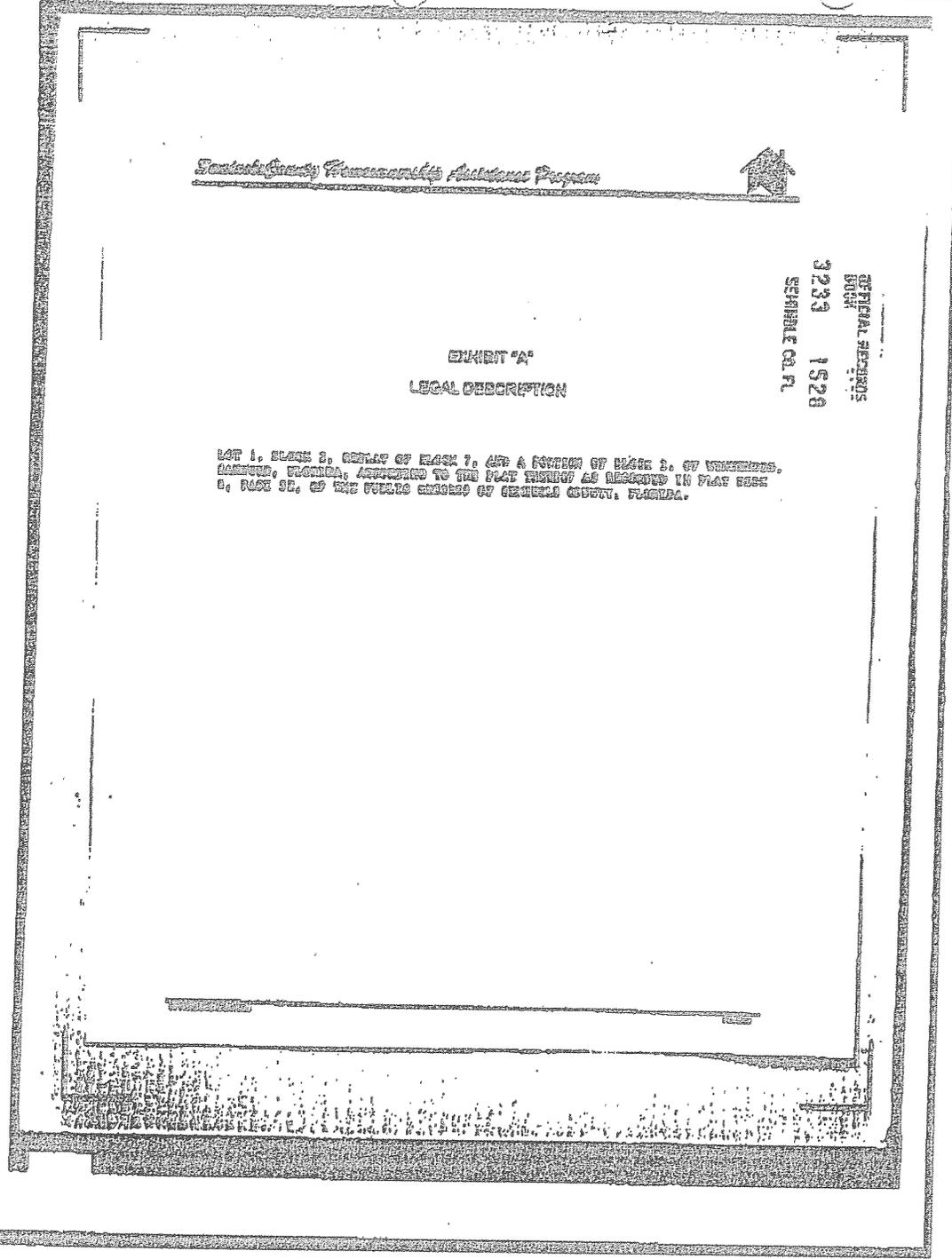
Seaside County Homeowners' Association Program



OFFICIAL RECORDS
BOOK 1528
PAGE 3239
SEMI-ANNUAL

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1, BLOCK 2, GRANT OF BLOCK 7, AND A PORTION OF BLOCK 2, OF WINDWARD, DANBURG, FLORIDA, ACCORDING TO THE PLAT HEREIN AS RECORDED IN PLAT BOOK 6, PAGE 32, OF THE PUBLIC RECORDS OF SEASIDE COUNTY, FLORIDA.



Statewide Financial Association Program



**FORM "B"
SECOND MORTGAGE NOTE**

(COPY)

AMOUNT: \$5,000.00

3229 1529
SERIAL NUMBER
FORM
STATE CO. FL

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promise to pay Sebastian County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Five Thousand and no/100ths (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1201 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 covering 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. In the event of the First Mortgage default, the Second Mortgage Note shall be due and payable in full.
- B. No payment 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 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 repayment provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of any 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:

Southwest Homeownership Assistance Program



Each person who hereon makes or enters, hereby waives preemption, protest, notice of protest and notice of discharge 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 "he", "she" or "payee" should be construed 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 Mortgagee has hereunto signed and sealed these presents this 24th day of April 2005.

WITNESSED:
Print Name: MARK HUBERT

Print Name: Thomas E. Gotschlight

WITNESSED:
Print Name: BOBBE GIBSON

Print Name: Thomas E. Gotschlight

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of April, 2005 before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared Thomas E. Gotschlight and BOBBE GIBSON who executed the foregoing instrument and who acknowledged before me that said they executed the same and are personally known to me or have produced a Florida Driver's License as identification and who did not take an oath.

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

Notary Public
Social Number of applicant: 074111
Commission Expires: 07/11/07

RECORDED
SERIAL: 1531

Seminole County Homeownership Assistance Program



COPY

**EXHIBIT "A"
LEGAL DESCRIPTION**

**OFFICIAL RECORDS
BOOK
3233 PAGE 1532
SEMINOLE CO. FL.**

LOT 1, BLOCK 3, BEARS OF BLOCK 7, AND A PORTION OF BEAR 1, OF GUNNINGS, GUNNINGS, FLORIDA, ACCORDING TO THE PLAT THEREOF AS REGISTERED IN PLAT BOOK 6, PAGE 56, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

WITNESSES: ...
...
...
...
...

SEMINOLE COUNTY
HOME PROGRAM
HOMEOWNER PROGRAM ASSISTANCE AGREEMENT

9733
SEMINOLE COUNTY
1999

APPROVED: THOMAS W. CANTRECH and THOMAS W. CANTRECH, District Attorney
Property Address: 2400 BURNING BURNING, BOYDTON, FLORIDA 32711

This Agreement is entered into this 10 day of 10 1999 by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1900 East Palm Street,
Tallahassee, Florida 32301 (hereinafter "COUNTY") and
THOMAS W. CANTRECH (hereinafter "HOMEOWNER").

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.
12801 et seq.), as amended by the Housing and Community Development Act of 1992 and the Community
Development Block Grant Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to create qualified homeowners with
downpayment, closing costs, and/or interest rate buy-down assistance through its administrative
agencies hereby known as SEMINOLE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT and meet the
requirements set forth in 24 CFR Part 88 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 assisted unit (by
will, 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. AGREEMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$1,500.00 of 0% with
the first of the following events occur: (1) borrower dies, transfers or disposes of the assisted unit (by
will, 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 HOMEOWNER is not a subcontractor to state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR
Part 88 Section F, as follows:

(a) The HOMEOWNER(s) have certified that the property shall be his/her/his principal residence and
that, at the time of application and approval, his/her/his gross 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 programized area of Seminole County, Florida and has an
estimated replacement of construction equal to or greater than 50% of the replacement value (50% RCV) when
used with HUD funds of the market value price of the area. The COUNTY through SEMINOLE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT has reviewed the household income and property value
requirements in accordance with the HOME program requirements and determined the project eligible for
funding.

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

...

6. HOUSING AND QUALITY STANDARDS

The priority at the time of this contract by the HOMEBUYER shall meet Section 0 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 law and regulations as described in HUD guidelines at 24 CFR Part 60. The regulations are provided below. Applicable regulations are to read:

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Enforcement review Applicable Not Applicable

c) Displacement, relocation and acquisition

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

Applicable (activity in development, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Applicable release have been issued. Certification has been provided to ensure 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 was provided for lead-based paint existence.)

Not Applicable (Not built during or after 1978.)

e) Condition of Interest - no other loans

f) Debarment and suspension - not applicable

g) Flood Insurance

h) Executive Order 12372 - not applicable

8. APPROPRIATE 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 address a private loan to allow the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the down payment amount, if necessary. The HOME funds shall be disbursed by the COUNTY of the date of loan closing.

Should refinancing be included in the HOME agreement, the HOMEBUYER agrees that any work performed by a contractor in accordance with the Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the work 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 work by the COUNTY.

1. REVERSION OF ACCTE

Not applicable as the homeowner is not a subcontractor.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall maintain all records and financial documentation, as required in accordance with 24 CFR Part 60 and Florida Statute for a period of three (3) years from the end of the contract term.

For Further Information

OFFICIAL SIGNATURE
DATE: 3/23/05 15:36
SCHAFFER, C. R.

2. 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 the Agreement and the loan documents shall be considered a default and appropriate legal action taken.

3. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower ceases residence or ceases of the related 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 earlier date, or for a period of ten (10), twenty (20) or thirty (30) years, as applicable.

4. 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 any persons to create any warranty of title party hereto, partial or general, express or implied or any obligation or relationship involving the COUNTY.

WITNESSES

James Montoya
Notary Public

SCREMLE COUNTY, FLORIDA

[Signature]
County Clerk

Date: 4/7/07

WITNESSES

[Signature]
Notary Public

HOMEBUYER

[Signature]
3773
1535
SHORE C.F.I.
Date: 3/7/07
5105 BRINKLEY AVENUE
GAINESVILLE, FLORIDA 32601

SPECIAL SERVICES

NOTARY AS TO HOMEBUYER(S)
STATE OF Florida
COUNTY OF Scremle

The foregoing instrument was acknowledged before me this 10th day of March 2007 by Thomas W. and Susan K. Bartelmeit, whose identities known to me or who has produced _____ to me as identification.

[Signature]

Print Name: Barbara J. Bush

Notary Public in and for the County and State Aforementioned

My commission number: 0011107

KAMPF TITLE & COMPANY, INC.
10.1104
GAINESVILLE, FLORIDA 32601