

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgage (5)

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher *DF* **CONTACT:** Annie Knight *AK* **EXT.** 7364

Agenda Date <u>07/22/2003</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute five Satisfaction of Second Mortgages for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On November 22, 2000 Seminole County assisted Emilio Reyes & Adriana Espinoza with down payment assistance in the amount of \$5000.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On November 19, 1999 Seminole County assisted Rodolfo and Maria Quintero with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On June 28, 1999 Seminole County assisted Jill A. Upchurch with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On March 28, 1996 Seminole County assisted Perry M. Fryer with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Perry M. Fryer resided in the house for a thirty year period. However, Perry M. Fryer breached the mortgage agreement by selling his home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default,

Reviewed by: <i>RZC</i> Co Atty: <i>RZC</i> DFS: _____ Other: <i>CR</i> DCM: <i>SS</i> CM: _____ File No. <u>-cpdc03</u>

current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Perry M. Fryer did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Perry M. Fryer.

On February 2, 1998 Seminole County assisted Luz Alvelo and William G. Velez with down payment assistance in the amount of \$7,350.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Luz Alvelo and William G. Velez resided in the house for a ten year period. However, Luz Alvelo and William G. Velez breached the mortgage agreement by selling their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Luz Alvelo and William G. Velez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Luz Alvelo and William G. Velez .

Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgages on the units to remove the now-satisfied lien.

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **22nd** day of **November, 2000** from **Emilio Reyes & Adriana Espinoza**, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Five Thousand Dollars and no 00/100 (\$5,000.00)** which mortgage is recorded in Official Records Book **3963**, Page **1916**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Five Thousand Dollars and no 00/100 (\$5,000.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **July**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

PREMIER TITLE & ABSTRACT, INC.
ESCROW ACCOUNT
101 SUNNYTOWN RD., SUITE 101
CASSELBERRY, FL 32707

File: rh03-3176

REGIONS BANK
63-666/632

51113

06/04/03

PAY TO THE
ORDER OF

~~Seminole County Homeownership Assistance Program~~

\$**5,000.00

Five thousand and 00/100 Dollars

DOLLARS



Security
Features
on Back

MEMO

Susan Ortiz

⑈051113⑈ ⑆063206663⑆ 67 0917 5016⑈

PREMIER TITLE & ABSTRACT, INC. / ESCROW ACCOUNT

51113

Payee: Seminole County Homeownership Assistance Program; ,

Check Date: 06/04/03

Amount: \$**5,000.00

Check No.: 051113

Order Number: rh03-3176

Hud

Description

Total

104

Payoff-SHIP

5,000.00

Property Address: 1046 Abell Circle Oviedo FL 32765-7010

Seller:

Buyer: Emilio Reyes and Adriana Espinoza

37/4

**Seminole County Homeownership Assistance Program
Second Mortgage Deed**

OFFICIAL RECORDS
PAGE
3963 1916
SEMINOLE CO., FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 22nd day of November 2000 by and between Emilio Reyes & Adriana Espinoza, husband & wife. 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.:

WPL 2310

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: GHERI WIGHT
230 N. WESTMONTE DR., STE#1874
ALTAMONTE SPGS, FL 32714

MARYANNE MORSE
CLERK OF DISTRICT COURT
621247

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 NOV 20 AM 11:02

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.

SEMI-ANNUAL CO. FL

3953 1917

OFFICIAL RECORDS
PAGE

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 lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

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

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

Juan Luis Nieves
Print Name:

JUAN R. NIEVES
Print Name:

[Signature]
Print Name:

JUDY FURST
Print Name:

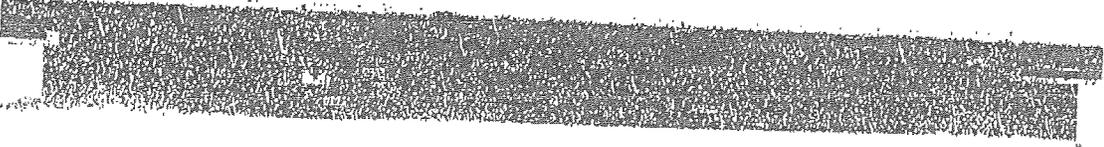
Emilio Reyes
Print Name: Emilio Reyes

Adriana Espinoza
Print Name: Adriana Espinoza
*1046 ABELL CIRCLE
INLENDO FL 32765

Print Name:

Print Name:

3953 1918
SEMINOLE COUNTY FL
OFFICIAL RECORDS
PAGE



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22nd day of November, 1997, 2000
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Katilo Reyes
and Miriana Espinoza, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced Driver's License as identification and who did/
did not take an oath.

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

Judy H. Foret



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

SEMINOLE COUNTY

3963 1919

OFFICIAL RECORDS
BOOK PAGE

Schedule A

Lot 24; ALAFAYA WOODS PHASE I - UNIT B, according to the plat thereof as recorded in Plat Book 31, Pages 86, 87 and 88, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3963 1920
SEMINOLE CO., FL

File No: WP62310

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:

3953 1921
OFFICIAL RECORDS
PAGE

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP ASSISTANCE PROGRAM -
ATTN: CHERLWIGHT
230 N. WESTMONTE DR., STE#1074
ALTAMONTE SPRS, 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.

1963 1922
OFFICIAL RECORDS
9/02
SEMINOLE CO., FL

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 thus presents the day and year first above written.

José R. Nieves
Print Name:

Emilio Reyes
Print Name: Emilio Reyes

JENNIFER R NIEVES
Print Name:

Adriana Espinoza
Print Name: Adriana Espinoza

[Signature]
Print Name: Judy H. Foret

Print Name: _____

Print Name: _____

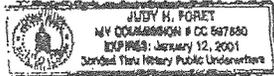
Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

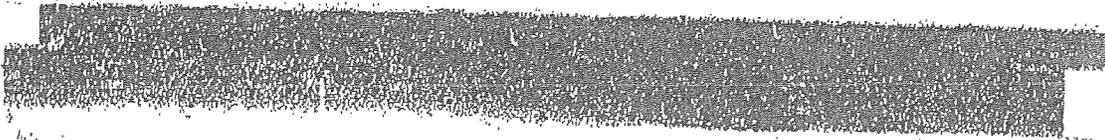
I HEREBY CERTIFY that on this 22nd day of November, 1999 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Emilio Reyes and Adriana Espinoza, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's License as identification and who did/did not take an oath.

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

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



3963 1923
SEMINOLE CO., FL
OFFICIAL RECORDS
PAGE



Schedule A

Lot 24, ALAPAYA WOODS PHASE I - UNIT B, according to the plat thereof as recorded in Plat Book 31, Pages 86, 87 and 88, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
DATE
3963 1924
SEMINOLE CO., FL

File No: WP62310

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 19th day of November, 1999 from Quintero, Rodolfo & Quintero, Maria husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3762, Page 0768, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of July, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

SOUTHERN TITLE AND ABSTRACT, INC.

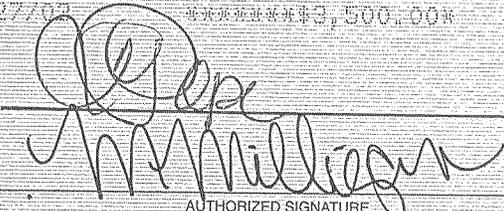
56018

FILE #: 09-561 AMOUNT: \$3,500.00 DATE: 05/27/03 CODE:
SELLER(S) --- ALT:

BUYER(S) --- Rodolfo Quintero and Maria Quintero

PROPERTY LOCATION ---
1009 Kelsey Avenue, Oviedo, FL 32765

P/O Seminole County

SOUTHERN TITLE AND ABSTRACT, INC. ESCROW ACCOUNT (407) 629-9025 2323 LEE ROAD WINTER PARK, FL 32789		REGIONS BANK ALABAMA 63-666/632	56018 CHECK NO. 56018
THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ***		FILE #: 09-561	DATE: 05/27/03
PAY TO THE ORDER OF Seminole County		AMOUNT: *****\$3,500.00*	
		 AUTHORIZED SIGNATURE	

Security features. Details on back.

⑈056018⑈ ⑆063206663⑆ 67 0200 4943⑈

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

492618

2000 FEB 23 AM 09:13

Seminole County Homeownership Assistance Program Second Mortgage Deed

45
6

THIS SECOND MORTGAGE DEED is hereby made and entered into the 19TH day of NOVEMBER 1999 by and between Quintero, Rodolfo & Maria husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

OFFICIAL RECORDS
BOOK PAGE
3762 0768
SEMINOLE CO., FL

(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.)

MARYANNE MORSE
CLERK OF CIRCUIT COURT

466237

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.

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
1999 NOV 30 AM 8:42

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

BOOK PAGE
3795 0833
SEMINOLE CO., FL

THIS MORTGAGE IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF KEEPING IN ORDER IN PUBLIC RECORDS.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
[Signature]
DEPUTY CLERK

1 of 5

11/01/99
notentg.doc

APR 25 2003

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.

OFFICIAL RECORDS
BOOK PAGE
3762 0769
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK PAGE
3796 0334
SEMINOLE CO., FL

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

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

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

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

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

Leah R. Woodall
Print Name: LEAH R. WOODALL

Susan Kast
Print Name: Susan Kast

Print Name:

Print Name:

Rodolfo Quintero
Print Name: Rodolfo Quintero

Maria Quintero
Print Name: Maria Quintero

Print Name:

Print Name:

OFFICIAL RECORDS
BOOK PAGE
3762 0770
SEMINOLE CO., FL
BOOK RECORDS
PAGE
3796 0835
SEMINOLE CO., FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19TH day of NOVEMBER, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared RODOLFO QUINTERO
and MARIA QUINTERO, who executed the foregoing instrument and who
acknowledged before me that he/she/they executed the same and ~~are personally known~~
~~to me or~~ have produced DRIVERS LICENSES as identification and who did/
did not take an oath.

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

[Handwritten Signature]

Name:
Notary Public
Serial Number
Commission Expires:



SERGIO S. K...
Comm. No. CC 641083
My Comm. Exp. Aug. 17, 2003
Repealed thru Pickers 1...

OFFICIAL RECORDS
BOOK PAGE
3762 0771
SEMINOLE CO., FL

OFFICIAL RECORDS
BOOK PAGE
3796 0836
SEMINOLE CO., FL

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 26, ALAFAYA WOODS PHASE XII A, ACCORDING TO THE PLAT THEROF AS RECORDED
IN PLAT BOOK 34 AT PAGE(S) 53, 54 AND 55, PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

OFFICIAL RECORDS
BOOK PAGE
3762 0772
SEMINOLE CO.,FL

OFFICIAL RECORDS
BOOK PAGE
3796 0837
SEMINOLE CO.,FL

Seminole County Homeownership Assistance Program

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 Dollars & 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of 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
 BOOK PAGE
 3762 0773
 SEMINOLE CO., FL
 BOOK RECORDS
 PAGE
 3796 0838
 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 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: ~~AFTER RECORDING RETURN TO: S.H.N.P. HOMEOWNERSHIP ASSISTANCE PROGRAM - ATTN: OHERI WRIGHT 230 N. WESTMONTE DR., STE#1074 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.

OFFICIAL RECORDS
BOOK PAGE
3762 0774
SEMINOLE CO., FL

OFFICIAL RECORDS
BOOK PAGE
3796 0839
SEMINOLE CO., FL

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signature]
Print Name: **LEAH R. WOODALL**

[Signature]
Print Name: Rodolfo Quintero

[Signature]
Print Name: **Susan S. Ross**

[Signature]
Print Name: Maria Quintero

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19TH day of NOVEMBER, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RODOLFO QUINTERO and MARIA QUINTERO, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER LICENSES as identification and who did/did not take an oath.

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

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

OFFICIAL RECORDS
BOOK PAGE
3762 0775
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK PAGE
3796 0840

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Rodolfo and Maria Quintero
Property Address: 1009 Kelsey Ave., Oviedo, FL 32765

This Agreement is entered into this 11th day of August, 1999, 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 Rodolfo and Maria Quintero, husband & wife (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.

OFFICIAL RECORDS
BOOK PAGE
3762 0776
SEMINOLE CO., FL
OFFICIAL RECORDS
PAGE
3795 0811
SEMINOLE CO., FL

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

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

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

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

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

- d) Lead paint

Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

Not Applicable (Unit built during or after 1978.)

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

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

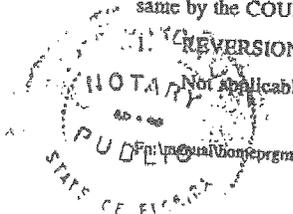
The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY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

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.



OFFICIAL RECORDS
BOOK PAGE
3762 0777
SEMINOLE CO., FL

OFFICIAL RECORDS
BOOK PAGE
3796 0842
SEMINOLE CO., FL

2. RECORDS AND REPORT

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the 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 ten (10) years.

5. OTHER PROVISIONS

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

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mentario
MAY MENTARIO

J. Kevin Grace
J. Kevin Grace County Manager
Date: 9-23-99

WITNESSES AS TO HOMEBUYER(S):

Rosalva R. Guarlisma
ROSALVA R. GUARLISMA
Judith Blaire
Judith Blaire

HOMEBUYER
Rodolfo Quintero
Rodolfo Quintero
Maria Quintero
Maria Quintero
Date: 3/11/99

BOOK PAGE
3762 0778
SEMINOLE CO., FL

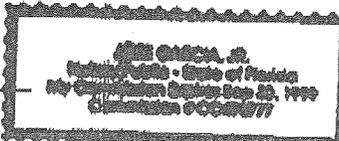
NOTARY AS TO HOMEBUYER(S):
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF ORANGE)

OFFICIAL RECORDS
BOOK PAGE
3796 0813
SEMINOLE CO., FL

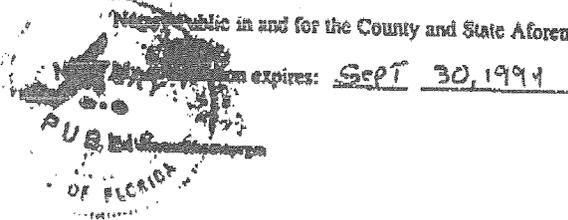
The foregoing instrument was acknowledged before me this 11th day of August, 1999
by Rodolfo Quintero & maria Quintero, who is personally known to me or who has produced
FL as identification.

[Signature]
Print Name Jose Garcia, Jr.



Document Prepared By
and Return to:
~~(AFTER RECORDING?)~~

~~S.M.P. Home Ownership Assn. as Agent
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-02
Casselberry, FL 32707~~



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **28th** day of **June, 1999** from **Jill A. Upchurch** Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and not 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book **3680** Page **0365** Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and not 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of **July**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

TRANSCONTINENTAL TITLE CO.

301336

ESCROW ACCOUNT
2605 ENTERPRISE ROAD EAST
SUITE 300
CLEARWATER, FL 33759
PH: (800) 789-2240

WACHOVIA BANK
ACH RT 063210125
63-1012/632 987

PAY Three Thousand Five Hundred Dollars And No Cents

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

DATE
06/11/2003

AMOUNT
\$**3,500.00

VOID AFTER SIX MONTHS

File: 10-00267078 CLO
Reissue Seq: 11366839

Deal: 10-00125631

[Signature]

[Signature]

RF RF

⑈ 301336 ⑈ ⑆ 063210125 ⑆ 2079940012077 ⑈

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

Order Number.....: 10-00267078 CLO
Deal Number.....: 10-00125631

Account No.....: 2079940012077 - RETAIL CONT DISB ACCT
Check No.....: 301336
Reference No.....:
Cut By.....: SAS
Date.....: 6/11/2003
Amount.....: \$3,500.00

Borrower.....: JILL UPCHURCH
Address.....: 1621 RIDGE AVENUE
LONGWOOD, FL 32750

1502. PAYOFF TO: SEMINOLE COUNTY COMMUNITY DEVELOPMENT

45
6.00

Seminole County Homeownership Assistance Program Second Mortgage Deed

RETURN TO: A-59903009 HR
EQUITABLE TITLE AGENCY, INC.
223 N. Northlake Blvd., Suite 114
Apartment Springs, FL 32701

OFFICIAL RECORDS
BOOK 3680
PAGE 0365
SEMINOLE COUNTY

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th day of June, 1999 by and between Jill A. Upchurch, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(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 169.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMERUYER ASSISTANCE
PROGRAM - ATTN: CHERLWIGHT
4590 S. HWY 17-92
CASSELBERRY, FL 32707

MARYANNE MORSE
CLERK OF CIRCUIT COURT

401402

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
93 JUN -2 AM 8:01

120

OFFICIAL RECORDS
BOOK PAGE

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 foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

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

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

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

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

Jill A. Upchurch
 Print Name:

Jill A. Upchurch
 Print Name: Jill A. Upchurch
 255 S. Greco St.
 Longwood, FL 32750

Print Name:

3680 0367
 OFFICIAL RECORDS
 BOOK PAGE
 SEMINOLE COUNTY, FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of June, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Judi A. Hochurch
and N/A who executed the foregoing instrument and who
acknowledged before me that he/she/they executed the same and are personally known
to me or have produced 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.

Holly A. Rosen
Name: Holly A. Rosen
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3680 0368
SEMINOLE CO., FL

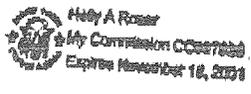


EXHIBIT 'A'
LEGAL DESCRIPTION

THE SOUTH 1/2 OF LOT 12, BLOCK C, HENSONS ACRES, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 99, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK 03680 PAGE 0369
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

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 dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of 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:

3680
0370
SEMINOLE COUNTY
OFFICIAL RECORDS
BOOK PAGE

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

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.L.E. HOMEBUYER ASSISTANCE PROGRAM, ATTN: CHERI WRIGHT 4600 S. US HWY 1 CASSELBERRY, FL 32707

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

OFFICIAL RECORDS BOOK PAGE 3680 0371 SEMINOLE CO. FL

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

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

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

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

Print Name:

Print Name: Jill A. Upchurch

Jill A. Upchurch

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS
BOOK PAGE
3680 0312
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of June, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jill A. Upchurch and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced 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.

Holly A. Rosen

Name:

Notary Public

Serial Number

Commission Expires:



Holly A Rosen
My Commission Expires
Expires November 18, 2001

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Jill Upchurch
Property Address: 1621 Ridge Ave., Longwood, FL 32750

This Agreement is entered into this 14th day of June, 19 99 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 Jill Upchurch, a single person,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (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/hers/their principal residence and that, at the time of application and approval, his/hers/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

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

3600 0373
SEMINOLE COUNTY, FLORIDA
OFFICIAL RECORDS
BOOK PAGE

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

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

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

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

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/obtained certifying 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.

OFFICIAL RECORDS
BOOK PAGE
3680 0374
SEMINOLE CO. FL

2. RECORDS AND REPORTS

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

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

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

[Signature]
Cindy Coto, Acting County Manager

Date: 6/16/99

WITNESSES AS TO HOMEBUYER(S):

[Signature]
[Signature]

HOMEBUYER
[Signature]

Date: 6-14-99

NOTARY AS TO HOMEBUYER(S):
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of JUNE, 1999, by JILL UPCHURCH, who is personally known to me or who has produced FDL as identification.

[Signature]
Print Name JANA S. HOLLOWAY



JANA S. HOLLOWAY
MY COMMISSION # 00-00000 Expires
July 25, 1999

Notary Public in and for the County and State Aforementioned.
My commission expires: 7-25-1999

Document Prepared By
and Return To:
(APRER RECORDING)

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-82
Casselberry, FL 32707

3680 0375
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 28th day of March, 1996 from Perry M. Fryer Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3057 Page 1925 Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of July 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

SEMINOLE COUNTY
CLERK OF CIRCUIT COURT

FILED & RECORDED & VERIFIED

828585

96 APR 11 AM 10:02

33
4-58

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
28th day of March 1996 by and between Perry M. Fryer, a single
and n/a hereinafter referred to the "Mortgagor" and Seminole person
County, a political subdivision of the State of Florida, whose address is 1101 East First
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

OFFICIAL RECORDS
BOOK PAGE
57 1925
SEMINOLE CO. FL.

3057-1925

(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 Mortgagee 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.

575

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:

PREPARED BY: LE CRENSHAW
SOUTHERN TITLE AND ABSTRACT, INC.
130 UNIVERSITY PARK DR., #148
WINTER PARK, FLORIDA 32789
RETURN TO BANK

96-156 B

Seminole County Homeownership Assistance Program



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

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

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

Tina M. McCre

Print Name: TINA M. MCCREA

Mildred M. Crenshaw

Print Name: MILDRED M. CRENSHAW

Print Name: _____

Print Name: _____

Perry M. Fryer

Print Name: Perry M. Fryer
131 Langston Drive
Sanford, FL 32771

Print Name: _____

3157
 1927
 OFFICIAL RECORDS
 BOOK PAGE

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE

I HEREBY CERTIFY that on this 28th day of March, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Perry M. Fryer, a single man
and n/a who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced FL Drivers License as identification and who did/
did not take an oath.

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

Name: Mildred M. Crenshaw
Notary Public, State of Florida
Serial Number CC 385840
Commission Expires: 7-30-98

BOOK PAGE
3057 1928
SEMINOLE CO. FL.



MILDRED M. CRENSHAW
My Commission CC385840
Expires Jul. 30, 1998
Dated by NRS
S.O. 422-1868

Seminole County Homeownership Assistance Program



EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 30, Block C, WASHINGTON OAKS SECTION TWO, according to the plat thereof as recorded in Plat Book 16, Pages 86 and 87, of the Public Records of Seminole County, Florida.

Parcel Identification #: 31-19-31-325-0C00-0300

OFFICIAL RECORDS
BOOK PAGE
3057 1929
SEMINOLE CO. FL.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4580 South Highway 17-92
Casselberry, FL 32707

PREPARED BY: M. CRENSHAW
SOUTHERN TITLE AND ABSTRACT, INC.
130 UNIVERSITY PARK DR., #148
WINTER PARK, FLORIDA 32782
RETURN TO BANK

Seminole County Homeownership Assistance Program



96-1560

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

3157
OFFICIAL RECORDS
BOOK PAGE
1930
FLA.

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:

PREPARED BY: M. CRENSHAW
SOUTHERN TITLE AND ABSTRACT, INC.
130 UNIVERSITY PARK DR., #146
WINTER PARK, FLORIDA 32789
RETURN TO BAME

96-152B

3057
1931
SEMINOLE COUNTY
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, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



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

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

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

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

Mildred M. Crenshaw

Print Name: MILDRED M. CRENSHAW

Tina M. McCrea

Print Name: TINA M. MCCREA

Print Name: _____

Print Name: _____

Perry M. Fryer

Print Name: Perry M. Fryer

131 Langston Drive
Sanford, FL 32771

Print Name: _____

3957
SEMINOLE CO. FL
1932
OFFICIAL RECORDS
BOOK PAGE

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ ORANGE

I HEREBY CERTIFY that on this 28th day of March, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Perry M. Fryer, a single person, and n/a, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced FL 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.



MILDRED M. CRENSHAW
My Commission CC385840
Expires Jul. 30, 1999
Bonded by H&J
SCO-422-1025

Mildred M. Crenshaw
Name: Mildred M. Crenshaw
Notary Public the State of Florida
Serial Number CC 385840
Commission Expires: 7-30-98

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

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

3/10/96

Applicant(s): Perry M. Fryer
Property Address: 131 Langston Drive Sanford, FL 32771

OFFICIAL RECORD PAGE 3057 1993 SEMINOLE CO. FL.

This Agreement is entered into this 12th day of March, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Perry M. Fryer (hereinafter "HOMEBUYER").

WITNESSETH: Fryer



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* and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD. *Chamber of Commerce

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.

MARYANNE FORSE OF CIRK OF CIRCUIT COURT 828586

SEMINOLE COUNTY, FL RECORDED & VERIFIED 96 APR 11 AM 10:07

5715

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

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
 - Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

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

OFFICIAL RECORDS
BOOK 057
PAGE 1934
SENIOR CENTER



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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

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

5. OTHER PROVISIONS

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

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Mary Vern Mantazaris
Mary Vern Mantazaris

WITNESSES
Ethel Gleason
Ethel Gleason

[Signature]

SEMINOLE COUNTY, FLORIDA

J. Kevin Rabun
RON H. RABUN, County Manager

Date: 3/24/96

HOMEBUYER

Perry M. Fryer

Date: 3-12-96

Perry M. Fryer

3157 1935
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 12th day of March, 1996, by Perry M. Fryer, who is personally known to me or who has produced Drivers license as identification, F660-671-48-329-0

[Signature]
Print Name Michael Deegan

Notary Public in and for the County and State Above mentioned

My commission expires: 9-25-97

Prepared by:

Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92

PA, Manatee, Pasco, Hillsborough, FL 32707

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 2nd day of February, 1998 from Luz Alvelo and William G. Velez, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Seven Thousand Three Hundred Fifty Dollars and no 00/100 (\$7,350.00) which mortgage is recorded in Official Records Book 3365 Page 0254 Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Seven Thousand Three Hundred Fifty Dollars and no 00/100 (\$7,350.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of July, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Seminole County Homeownership Assistance Program

49
6550

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
2nd day of FEBRUARY 1998 by and between Mrs. Luz Alyelo and
Mr. William C. Yelen, husband and wife, hereinafter referred to the "Mortgagor" and
Seminole County, a political subdivision of the State of Florida, whose address is 1101
East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

OFFICIAL RECORDS
BOOK
3365
0254
SEMINOLE CO. FL

(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.)

MARJANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY FL
156246

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 (\$7,350.00), 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.

RECORDED & VERIFIED
1998 FEB -4 PM 2:16

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:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
450 S. HWY 17-92
CASSELBERRY, FL 32707
RT# 42103 MW/slm

1 of 5

RETURN TO: KAMPF TITLE
200 W. FIRST STREET
SANFORD, FL 32771

7/29/97
notentg.doc

DO
②

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

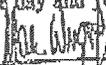
OFFICIAL RECORD
BOOK 3365
PAGE 0255
SEMINOLE CO. FL

7/28/97
not-mfg.doc

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 Seven Thousand Three Hundred Fifty dollars and 00/100 (\$7,350.00) to Mortgagees 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 the day and year first above written.



Print Name: MARK BRIGHT



ANITA MURPHY

Print Name:

Print Name:

Print Name:



Print Name: Mrs. Luz Alvelo
912 WILLNER CIR, SANFORD, FL 32771

Print Name: Mr. William C. Velez
912 WILLNER CIR, SANFORD, FL 32771

Print Name:

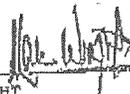
Print Name:

OFFICIAL RECORDS
PAGE: 0256
BOOK: 3365
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2nd day of FEBRUARY, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared LUZ ALVELO
and WILLIAM C. VELEZ, HUSBAND AND WIFE, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did/
did not take an oath.

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


NAME: MARK WRIGHT
Notary Public
Serial Number CC 435144
Commission Expires: 03/02/99



MARK WRIGHT
MY COMMISSION # 00430144 EXPIRES
March 2, 1999
eScribe Title: FROM TAN BIRDAUL, DO

OFFICIAL RECORDS
PAGE
3365 0257
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

OFFICIAL RECORDS
BOOK PAGE
9365 0258
SEMINOLE CO. FL

Lot 26, Block G, WOODMERE FARM 2ND REPLAT, according to the Plat
thereof as Recorded in Plat Book 13, Page 73, of the Public
Records of Seminole County, Florida.

5 of 5

7/28/07
10:14 AM

Description: Seminole, FL Document-Book. Page 3365 .254 Page: 5 of 12
Order: 7409 Comment:

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

Copy

AMOUNT: \$7,350.00

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 Seven Thousand Three Hundred Fifty dollars and 00/100 (\$7,350.00). 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:

7365 0259
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK

- 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:

7/20/97
mstemb,rlw

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 420.313(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTR RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
4590 S. US HWY 1
CASSELBERRY, FL 32707

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.

OFFICIAL RECORDS
BOOK 3365 0260
SEMINOLE CO., FL

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.

2 of 3

7/29/07
notemtg.doc

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: MARK WRIGHT

Print Name: ANITA MURPHY

Print Name: _____

Print Name: _____

Print Name: Mrs. Luz Alvelo
912 WILLNER CIR. SANBORD, FLORIDA 32771

Print Name: Mr. William C. Velez
912 WILLNER CIR., SANBORD, FLORIDA 32771

Print Name: _____

Print Name: _____

3365 0261
OFFICIAL RECORDS
BOOK 336
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 2nd day of FEBRUARY, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LUZ ALVELO and WILLIAM C. VELEZ, HUSBAND AND WIFE who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did/did not take an oath.

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

Name: MARK WRIGHT
Notary Public
Serial Number CC 436144
Commission Expires: 03/02/99

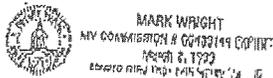


EXHIBIT "A"
LEGAL DESCRIPTION

OFFICIAL RECORDS
BOOK
3365 0262
SEMINOLE CO. FL

Lot 26, Block G, WOODBERRY PARK AND REBLAT, according to the Plat thereof as Recorded in Plat Book 13, Page 73, of the Public Records of Seminole County, Florida.

5 of 5

7/29/87
notary.doc

Description: Seminole, FL Document-Book. Page 3365 .254 Page: 9 of 12
Order: 7409 Comment:

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Luz Alvelo

Property Address: 2851 Grove Drive, Sanford, FL 32773

This Agreement is entered into this 2th day of December, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Luz Alvelo, a married woman,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$7,350.00 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/hor/their principal residence and that, at the time of application and approval, his/hor/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.

Final/Initial/When signed

60

8/6/97

OFFICIAL RECORDS
3004
3365 0263
SEMINOLE CO. FL

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

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 II. 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.

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS
BOOK 3365 0254
SEMINOLE CO. FL

2. RECORDS AND DEPOSIT

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

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

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

OFFICIAL RECORDS
BOOK
3365 0265
SEMINOLE CO. FL

WITNESSES:

[Signature]

WITNESSES AS TO HOMEBUYER(S):

[Signature]
Daniel L. Montesi
[Signature]
Alphonso Barnes

[Signature]
Gary E. Kutzer County Manager

Date: 12/1/97

HOMEBUYER
[Signature]
LUZ ALVAREZ

Date: 12-9-97

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA FL)

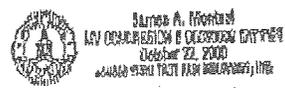
COUNTY OF Seminole)

Document Prepared By & Return To:
S.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4580 South Highway 17-92
Casselberry, FL 32707

The foregoing instrument was acknowledged before me this 9th day of December, 1997.

by Luz Alvarez, who is personally known to me or who has produced

[Signature]
Print Name James A. Montesi



Notary Public in and for the County and State Aforementioned.

My commission expires: October 22, 2000

Public Recordation

62

6/5/97