

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Seminole County Emergency Repair Housing Program Grant Agreement and Memorandum of Agreement and Release of Restrictive Covenants and Satisfaction of Mortgage

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

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

Agenda Date <u>07/27/2004</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 a Satisfaction of Seminole County Emergency Repair Housing Program Grant Agreement and Memorandum of Agreement and Release of Restrictive Covenants and a Satisfaction of Second Mortgage for households assisted with emergency repair assistance under the Seminole County Emergency Repair Housing Program Grant Agreement.

BACKGROUND:

On May 20, 2003 a Seminole County Sub recipient, assisted Paul J. Christian with emergency repair assistance in the amount of \$14,938.00 to repair his home. Mr. Christian entered into an agreement with Meals on Wheels, Etc., Inc. Said agreement granted to Seminole County, a certain interest in the property should the Owner transfer title, sell or in any manner cease to occupy as her primary residence or dispose of the property before May 20, 2008. The unit was recently refinanced. The Agreement provides for a repayment of (100%) of the original principal amount in the event the Affordability period was terminated before May 20, 2004. A check has been issued to Seminole County in the amount of \$14,938.00, to satisfy the County's lien on the property (see attached). Staff is now requesting the Board to approve and execute the attached Satisfaction on the property to remove the now-satisfied lien.

On October 25, 2001 a Seminole County Sub recipient, assisted Elsie P. Fisher with emergency repair assistance in the amount of \$9,706.00 to repair her home. Ms. Fisher entered into an agreement with Meals on Wheels, Etc., Inc. Said agreement granted to Seminole County, a certain interest in the property

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No.	<u>cpdc04</u>

should the Owner transfer title, sell or in any manner cease to occupy as her primary residence or dispose of the property before October 25, 2006. The unit was recently refinanced.

The Agreement provides for a repayment of sixty percent (60%) of the original principal amount in the event the Affordability period was terminated prior to three (3) years from the date of commencement. A check has been issued to Seminole County in the amount of \$5,823.60, to satisfy the County's lien on the property (see attached), Staff is now requesting the Board to approve and execute the attached Satisfaction on the property to remove the now-satisfied lien.

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 20, 2003, and recorded in Official Records Book 4840, Pages 0465 through and including 0467, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOURTEEN THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$14,938.00) (the "Note"), dated May 20, 2003, and recorded in the Official Records Book 4840, Pages 0468 through and including 0469, Public Records of Seminole County, Florida, which encumbered the property located at 1702 Old One Hundred Road, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

THE NORTH 162 FEET OF THE WEST 75 FEET OF THE EAST 174 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 23-20-32-300-0090-0000

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

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owner has sold the Property within the five (5) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FOURTEEN THOUSAND NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$14,938.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 2, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2004.

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.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
6/3/04
satisfaction-christian

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC.

ESCROW ACCOUNT
PH. 407-629-7804
2699 LEE ROAD, SUITE 475
WINTER PARK, FLORIDA 32789

CENTURY NATIONAL BANK
MAITLAND, FL

63-1481-631

No. 048361

DATE

File: 16051

FOURTEEN THOUSAND AND HUNDRED THIRTY EIGHT AND 00/100 DOLLARS

PAY SEMINOLE COUNTY PAYOFF

03/02/04

\$**14,938.00

TO THE
ORDER
OF

AUTHORIZED SIGNATURE

⑈048361⑈ ⑆063114810⑆ ⑈6559496⑈

ORLANDO TITLE & ABSTRACT OF FLORIDA, INC.
ESCROW ACCOUNT

No. 048361

Payee: SEMINOLE COUNTY PAYOFF;

Check Date: 03/02/04

Amount: \$**14,938.00

Check No.: 048361

Order Number: 16051

End Description

505 Payoff of second mortgage loan

Total
14,938.00

Property Address: 1702 OLD ONE HUNDRED ROAD GENEVA FL

Seller: DAUL CHRISTIAN

Buyer: JAMES BROCKOW

PARCEL DETAIL	PREVIOUS PREVIOUS PAGE NEXT PAGE NEXT	< < Back > >																																																
 Seminole County Property Appraiser Services 1001 E. First St. Sanford FL 32771 407-665-7506																																																		
GENERAL		2004 WORKING VALUE SUMMARY																																																
Parcel Id: 23-20-32-300-0090-0000 Tax District: 01-TX DIST 1 - COUNTY Owner: CHRISTIAN PAUL J Exemptions: 00-HOMESTEAD Address: 1702 OLD 100 RD City,State,ZipCode: OVIEDO FL 32765 Property Address: 1702 OLD ONE HUNDRED RD OVIEDO 32765 Subdivision Name: Dor: 01-SINGLE FAMILY		Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$46,851 Depreciated EXFT Value: \$1,960 Land Value (Market): \$3,210 Land Value Ag: \$0 Just/Market Value: \$52,021 Assessed Value (SOH): \$48,610 Exempt Value: \$25,500 Taxable Value: \$23,110																																																
SALES		2003 VALUE SUMMARY																																																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>07/2001</td> <td>04224</td> <td>1718</td> <td>\$65,100</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>04/2001</td> <td>04070</td> <td>1211</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>03/2001</td> <td>04020</td> <td>0900</td> <td>\$68,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1999</td> <td>03752</td> <td>0643</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1994</td> <td>02786</td> <td>1054</td> <td>\$64,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1984</td> <td>01542</td> <td>1387</td> <td>\$39,600</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01030</td> <td>1298</td> <td>\$15,200</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision	Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	07/2001	04224	1718	\$65,100	Improved	SPECIAL WARRANTY DEED	04/2001	04070	1211	\$100	Improved	CERTIFICATE OF TITLE	03/2001	04020	0900	\$68,900	Improved	WARRANTY DEED	11/1999	03752	0643	\$100	Improved	WARRANTY DEED	06/1994	02786	1054	\$64,900	Improved	WARRANTY DEED	04/1984	01542	1387	\$39,600	Improved	WARRANTY DEED	01/1974	01030	1298	\$15,200	Improved		Tax Value(without SOH): \$405 2003 Tax Bill Amount: \$381 Savings Due To SOH: \$25 2003 Taxable Value: \$22,204 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																		



RECORDED IN PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 20th day of Mar, 2003. Between Paul J. Christman, hereinafter referred to as 'Owner,' and Seminole County, a political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771 hereinafter "County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners for purposes of assisting said owners in the repair and rehabilitation of certain improvements (their existing housing) found upon such owned real property; said real property being located at: 1702 Old 100 Road, Geneva Florida 32732 And said property being legally described as: Parcel # 28-30-22-300-0000-0000 The North 160 Feet of the West 75 feet of the East 174 feet of the West 1/4 of the Southwest 1/4 of section 22, Township 20 South, Range 32 East, Seminole County, Florida

_____ or described in Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as specified on the Note accompanying this Mortgage so long as the Owner does not sell, convey, lease, or otherwise dispose of the rehabilitated improvements or the real property upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agrees as follows:

- 1. A lien is hereby established in favor of the County to provide security for the amount, set forth in the Rehabilitation Promissory Note attached hereto and here fort made a part which becomes payable by the Owner, or the Owner's estate, personal representatives, heirs or devisee.

RECORDED IN PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA 2003 MAR 20 10:56 AM RECD BY: LINDA...

Handwritten initials or signature.

FILE NUM 2003089562
OR BOOK 04840 PAGE 0466

2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.

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

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

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

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

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

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

FILE NUM 2003088562
OR BOOK 04848 PAGE 0467

connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

Brenda Simon
Signature of Witness -
BREND A SIMON
Print name

Paul J. Christian
Signature of Owner
Paul J Christian
Print name

Signature of Witness -

Print name

Signature of Owner

Print name

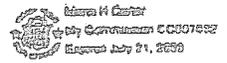
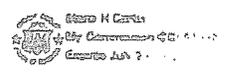
STATE OF FLORIDA
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal, this 20th day of May, 2003.

This instrument prepared by and return to:
Meals On Wheels, Etc., Inc.
1097 Sand Pond Road, Lake Mary FL 32746
Attn: Marc H. Carter

Marc H Carter
(Notary Signature)
Marc H. Carter
NOTARY PUBLIC
State of Florida at Large
My commission expires 7-21-03
Seal



FILE NUM 2003089562
 OR BOOK 2240 PAGE 446

SHIP Deferred Payment Promissory Note

NAME: Paul J. Christina

Date: 5-20-02

AMOUNT: \$ 14,938.00

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Fourteen Thousand Nine Hundred Thirty Eight and no/100 Dollars \$ 14,938.00. Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

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

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

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

SEMINOLE COUNTY

FILE NUM 2003069362
OR BOOK 04060 PAGE 0469

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

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

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

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

ATTEST:

[Signature]
Signature of Witness

[Signature]
Signature of Owner

BRENDA DRINNAN
Print Name

Paul J. Christian
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

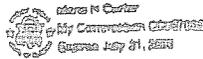
BEFORE ME personally appeared Paul J. Christian, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Paul J. Christian executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of May, 2003.

[Signature]
(Notary Signature)

This instrument prepared by and return to:
Marcia Carter
Meals On Wheels, Etc., Inc
1037 Sand Pond Road
Lake Mary, Florida 32746

NOTARY PUBLIC
State of Florida at Large
My Commission expires 7-21-03
Seal



SEMINOLE COUNTY

NOTICE OF COMMENCEMENT

KNOW ALL MEN BY THESE PRESENTS, that rehabilitative construction work shall be initiated on the following described real property (list legal description and street address) situated in Seminole County, Florida, to wit: The North 162 feet of the West 75 feet of the East 174 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 20 South Range 32 East Seminole County Florida, 1702 Old 100 Road, Geneva FL 32732 #23-20-32-300-0090-0000 within thirty (30) days from the date of the recording of this Notice in the office of the Clerk of Circuit Court in Seminole County, Florida with the commencement of improvements generally described as: Rehabilitation Work.

The name and address of the OWNER as defined in Section 713.01, Florida Statutes, his or her interest in the site of the improvement, and the name and address of the fee simple title holder, if other than the OWNER(S) are as follows: Paul J Christian, 1702 Old 100 Road, Geneva, Florida 32732,

The name and address of CONTRACTOR with whom the OWNER has contracted for the construction of such improvements is as follows: Charles Lane, 6455 Everingham Sanford, Florida 32771.

The name and Florida address of the person other than the OWNER who is designated as the person upon whom notices or other documents shall be served is: SUBGRANTEE ORGANIZATION NAME AND ADDRESS: Meds on Wheels, Etc., Inc., 1097 Sand Pond Road, Lake Mary, FL 32746.

A copy of this Notice to OWNER shall be provided to the Community Development Principal Planner, Seminole County Housing Rehabilitation Program, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

This notice is given pursuant to Chapter 713, Florida Statutes.

IN WITNESS WHEREOF, the OWNER has executed this notice this 20th day of May, 2003.

WITNESSES:
Greukia Brimmer
Signature
GREUKIA BRIMMER
Print Name

OWNER(S):
Paul J Christian
Signature
Paul J Christian

Signature

Print Name

Signature

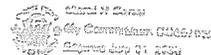
STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20th day of May, 2003, by Paul J Christian, who is personally known to me or who have produced as identification.

Notary Signature Mareli H Carter
Print Name Mareli H Carter
Notary Public in and for the County
and State Aforesaid
My commission expires: 7-21-03

This instrument prepared by:
Mareli Carter,
Meds On Wheels, Etc., Inc.
1097 Sand Pond Road
Lake Mary, Florida 32746

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



1097 SAND POND ROAD LAKE MARY FL 32746
MARELI CARTER, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04240 PG 0478
FILE # 02003029563
RECORDED IN SEMINOLE COUNTY
RECORDING FEE \$ 88
COMMENCED BY T. ESTIMATOR

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

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

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

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Emergency Repair Housing Program Grant Agreement dated October 25, 2001, by and between Seminole County and Meals on Wheels, Etc., Inc. (the "Agreement") and that certain Memorandum of Agreement by and between Elsie Fisher (the "Owner") and Meals on Wheels, Etc., Inc. (the "Subrecipient"), which Memorandum of Agreement is also dated October 25, 2001, and recorded in Official Records Book 4205, Page 0542, of the Public Records of Seminole County, Florida (the "Memorandum"); and

WHEREAS, both the Agreement and the Memorandum encumbered the property located at 100 Scott Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 53, BLOCK G, WASHINGTON OAKS SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 31-19-31-521-0G00-0530

(hereinafter the "Property,") were made by Elsie P. Fisher, a single person, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and the Subrecipient; and

WHEREAS, the Agreement originated a deferred payment loan in the amount of NINE THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$9,706.00) to rehabilitate and make emergency repairs to the Owner's residence; and

WHEREAS, said Agreement and Memorandum, upon the recording of the latter, created certain restrictive covenants limiting use the Property for only low income housing, as well as placing limits on alienation, and granted to Seminole County and Subrecipient certain interests in the Property should the Owner transfer title, sell,

refinance or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreement (the Affordability Period) or otherwise cease using it for low income housing; and

WHEREAS, the Agreement and the Memorandum provide that either the Subrecipient and/or the County are entitled to recover some portion or all of the deferred payment loan depending upon the length of the Owner's occupancy of the Property during the designated Affordability Period; and

WHEREAS, the Agreement and the Memorandum contain provisions for early release of the restrictive use covenants, early termination of the Affordability Period, as well as a reduction of the amount required for repayment under certain conditions, one of which was the timing and amount of prepayment of the principal amount owed according to the terms of section 2(b) of the Agreement; and

WHEREAS, the Agreement provides for a repayment of only sixty percent (60%) of the original principal amount in the event the Affordability period was terminated between two (2) and three (3) years from the date of commencement thereof; and

WHEREAS, the Owner, acting through her agent, Somers Title Company has tendered payment to the County for the amount currently due and outstanding; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals, and the payment of the FIVE THOUSAND EIGHT HUNDRED TWENTY THREE and 60/100 DOLLARS (\$5,823.60), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 15, 2004 and pursuant to the terms of the Agreement and the Memorandum, Seminole County does hereby acknowledge full and complete satisfaction of said loan and all instruments in connection therewith.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
6/3/04
satisfaction-fisher

SOMERS TITLE COMPANY

ESCROW ACCOUNT
915 OAKFIELD DRIVE, SUITE A
BRANDON, FL 33511
(813) 676-7000

WACHOVIA BANK
TAMPA, FL
ES-751/631

00004526

NO. 004526

DATE 04/15/04
GF NO. File: 04-0313-s

PAY Five thousand eight hundred twenty three and 60/100 Dollars

TO THE ORDER OF Seminole County Government

\$ **5,823.60

VOID AFTER 90 DAYS

Handwritten Signature 1
Handwritten Signature 2
TWO SIGNATURES REQUIRED

⑈004526⑈ ⑆063107513⑆ 2000020370187⑈

Payee: Seminole County Government;
Check Date: 04/15/04 Amount: \$**5,823.60

Check No.: 004526

Order Number: 04-0313-s

Hud Description
109 Pay Seminole County Government
Property Address: 100 Scott Dr. Sanford FL 32771
Seller: Buyer: ELSIE P. FISHER

Total
5,823.60

No. 004526

<p>PARCEL DETAIL</p>  <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-615-7506</p>	<p>SEARCH HISTORY PREVIOUS PAGE CURRENT PAGE GO TO PAGE</p> <p>← < Back > →</p>																																									
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 31-19-31-521-0G00-0530 Tax District: S1-SANFORD Owner: FISHER ELSIE P Exemptions: 00-HOMESTEAD Address: 100 SCOTT DR City,State,ZipCode: SANFORD FL 32771 Property Address: 100 SCOTT DR SANFORD 32771 Subdivision Name: WASHINGTON OAKS SEC 1 Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$65,878 Depreciated EXFT Value: \$0 Land Value (Market): \$11,000 Land Value Ag: \$0 Just/Market Value: \$76,878 Assessed Value (SOH): \$56,913 Exempt Value: \$25,500 Taxable Value: \$31,413</p>																																								
<p style="text-align: center;">SALES</p> <p>Deed Date Book Page Amount Vac/Imp Find Comparable Sales within this Subdivision</p>		<p style="text-align: center;">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$856 2003 Tax Bill Amount: \$508 Savings Due To SOH: \$347 2003 Taxable Value: \$30,352 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																								
<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>11,000.00</td> <td>\$11,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	11,000.00	\$11,000	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 53 BLK G WASHINGTON OAKS SEC 1 PB 16 PG 8</p>																												
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																										



SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of October, 2001 by and between ELSIE FISHER, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals-On-Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, ELSIE FISHER is the OWNER in fee simple of the following described land, to wit: LOT 53, BLOCK "G" WASHINGTON OAKS, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 7 AND 8, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA,

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

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

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

WHEREAS, OWNER agrees that the COUNTY shall be entitled to recover certain portions of the grant should the OWNER cease to own and occupy the aforementioned property through

transfer of title, sale, lease, or in any other manner dispose of the aforementioned property within a Five (5) year period, as applicable, from the date of this Agreement;

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

Section 1. General.

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

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

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

abide by any contract, agreement or understanding between the OWNER or any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

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

(e) The following attachments are incorporated and made part of this Agreement.

Specific attachments to this Agreement include:

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

Section 2. OWNER's Responsibility.

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of NINE THOUSAND SEVEN HUNDRED SIX AND NO/100 DOLLARS (\$ 9,706.00), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

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

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

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

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

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

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

at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statute, shall remain with the OWNER.

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

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

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

Section 3. SUBGRANTEE's Responsibilities.

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

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

(c) The SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings shall comply with the Contract Documents, Plans, specifications and any supplements

thereof. Only new, first class material and labor which is in compliance with the specifications and furnished according to the Plans will be accepted by the SUBGRANTEE.

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

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

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

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

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

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

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

(g) The SUBGRANTEE shall assure that the rate of progress of the Project is sufficient to insure completion by the agreed completion date. The SUBGRANTEE shall be the final determinant as to claims or questions arising out of the measurement of the Contract completion date.

Any requests for adjustments to the Contract completion shall be made in writing to the SUBGRANTEE who shall have final say as to its appropriateness.

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

WITNESSES:

OWNER:

Louise Samson
Signature
Louise Samson
Print Name

~~Elsie P Fisher~~
Signature
ELSIE FISHER
Print Name

Signature

Print Name

Address: 100 SCOTT DR., SANFORD, FL 32771

WITNESSES:

SUBGRANTEE:

~~Elsie P Fisher~~
Signature
Louise Samson
Print Name
Louise Samson
Print Name

Marci H Carter
Signature
MARCI H CARTER
Print Name

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

HB/gn

7/5/94

CDBGASUBRECP.AGT

ERSUBREP.AGT 12-28-94 TMR