

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Community Services DIVISION: Community Assistance

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

Agenda Date 08/08/2006 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

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

County-Wide

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County.

These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for their loans to be forgiven (\$17,000.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Glen C. Dettmer and Leigh D. Dettmer	35-21-30-506-0000-0320
Bethel B. Johnson and Curtis Medsger	14-20-30-512-0000-4080
Cynthia M. Serafine	25-20-29-504-0000-0340
	<u>Total Forgiven \$17,000.00</u>

Reviewed by:
Co Atty:
DFS: _____
Other: _____
DCM:
CM:
File No. <u>cscacd03</u>

The following clients refinanced or sold their homes within the affordability period and repaid their mortgages, resulting in \$24,400.00 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Olean Jenkins	07-21-30-504-0000-0150
Dhimiter Gjoka, Zyrije Gjoka, and Kristina Gjoka	22-21-30-508-0000-1280
Brian P. Prendergast and Heather C. Prendergast	14-20-30-501-0M00-0040
	<u>Total Reimbursed \$24,400.00</u>

Attachments: Satisfactions of Second Mortgage

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated November 26, 1997 and recorded in Official Records Book 3335, Pages 1453 through and including 1457, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated November 26, 1997 and recorded in the Official Records Book 3335, Pages 1458 through and including 1461, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 24, 1997, recorded in Official Records Book 3339, Pages 1423 through and including 1425, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 5042 N. Woodcrest Drive, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 32, WOODCREST, UNIT 1, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 15, PAGE 55 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 35-21-30-506-0000-0320

(the "Property,") were made by **Glen C. Dettmer and Leigh D. Dettmer**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
5/25/06

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated June 21, 1996 and recorded in Official Records Book 3092, Pages 0951 through and including 0955, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), recorded in the Official Records Book 3092, Pages 0956 through and including 0958, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated March 27, 1996, recorded in Official Records Book 3092, Pages 0959 through and including 0961, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 408 Northlake Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

THAT CERTAIN CONDOMINIUM PARCEL KNOWN AS UNIT 408, OF NORTHLAKE VILLAGE CONDOMINIUM IV, ACCORDING TO THE DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1690, PAGE 1636, AND AS AMENDED IN OFFICIAL RECORDS BOOK 1690, PAGE 1705, AND IN OFFICIAL RECORDS BOOK 1712, PAGE 1695 AND IN OFFICIAL RECORDS BOOK 1869, PAGE 150 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH APPURTENANCES THERETO, INCLUDING AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AS SET FORTH IN THE DECLARATION AS AMENDED

Parcel Identification No.: 14-20-30-512-0000-4080

(the "Property,") were made by Bethel B. Johnson, a single person and Curtis Medsger, a single person, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
6/23/06

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 27, 1999 and recorded in Official Records Book 3664, Pages 1080 through and including 1084, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated May 27, 1999 and recorded in the Official Records Book 3664, Pages 1085 through and including 1087, Public Records of Seminole County, Florida and that certain Seminole County HOME Program Homebuyer Program Assistance Agreement dated April 28, 1999, recorded in Official Records Book 3664, Pages 1088 through and including 1090, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1068 Crumpet Court, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 34, WESTLAKE MANOR, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-20-29-504-0000-0340

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

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

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

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

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
6/27/06

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 HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT, MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT,
MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, that certain Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement, recorded in Official Records Book 3318, pages 0580 through and including 0582, Public Records of Seminole County, Florida (the "Agreement") and Memorandum of Agreement, recorded in Official Records Book 3312, Page 0757, Public Records of Seminole County, Florida, both dated October 13, 1997; and that certain Seminole County Emergency Repair Housing Program Grant Agreement ("Grant Agreement") and Memorandum of Agreement, both dated March 20, 2001, the latter recorded in Official Record Book 4031, Page 1599, Public Records of Seminole County, Florida, all of which encumbered the property located at 803 Orange Grove Drive, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 15, ORANGE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 56 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-504-0000-0150

(the "Property,") was made by Olean Jenkins, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Agreement and Memorandum of Agreement, dated October 13, 1997, granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the

Property within ten (10) years from the date of the Agreement and Memorandum of Agreement; and

WHEREAS, said Grant Agreement and Memorandum of Agreement, dated March 20, 2001, granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Grant Agreement and Memorandum of Agreement; and

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

WHEREAS, the Owner has refinanced the Property within the ten (10) year Affordability Period of the October 13, 1997 Agreement and Memorandum of Agreement; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the October 13, 1997 Agreement and Memorandum of Agreement; and

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$4,400.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about May 19, 2006, pursuant to the terms of the Agreement, Grant Agreement and Memorandums of Agreement, Seminole County does hereby acknowledge full satisfaction of said Agreement, Grant Agreement and Memorandums of Agreement.

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

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AS/lpk
5/25/06

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 downpayment assistance SHIP Mortgage (the "Mortgage") dated September 18, 2003 and recorded in Official Records Book 05039, Pages 0994 through and including 0997, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated September 18, 2003 and recorded in the Official Records Book 05039, Pages 0998 through and including 1000, Public Records of Seminole County, Florida, which encumbered the property located at 2812 Revere Court, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 128, SUMMERHILL, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 22-21-30-508-0000-1280

(the "Property,") were made by **Dhimiter Gjoka and Zyrije Gjoka**, a married couple and **Kristina Gjoka**, a single woman, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 27, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
7/6/06

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 downpayment assistance SHIP Mortgage (the "Mortgage") dated February 4, 2000 and recorded in Official Records Book 3799, Pages 1014 through and including 1018, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 4, 2000 and recorded in the Official Records Book 3799, Pages 1019 through and including 1021, Public Records of Seminole County, Florida, which encumbered the property located at 113 Oakland Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK M, SUNLAND ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 16-22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 14-20-30-501-0M00-0040

(the "Property,") were made by **Brian P. Prendergast and Heather C. Prendergast**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 16, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AS/lpk
6/23/06