

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

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

Agenda Date <u>08/22/2006</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
--

MOTION/RECOMMENDATION:

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

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 following clients refinanced or sold their homes within the affordability period and repaid their mortgages, resulting in \$65,000.00 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Barbara A. Desanto	20-21-30-535-0B00-1060
Julia Hoss	35-19-30-522-0E00-0020
Christopher Johnson and Alisha Johnson	14-20-30-501-0N00-0080
Ivette Y. Lugo	02-20-30-5GJ-0000-0150
Veronica Johnson	07-21-30-503-0000-0100

Total Reimbursed \$65,000.00

Reviewed by: Co Atty: _____ DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u>
File No. <u>ccscacd02</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 AND NOTE

Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated December 30, 2004 and recorded in Official Records Book 5582, Pages 503 through and including 507, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated December 30, 2004 and recorded in the Official Records Book 5582, Pages 508 through and including 511, Public Records of Seminole County, Florida, which encumbered the property located at 1000 Lake of the Woods Boulevard, #106B, Fern Park, Florida 32730, the legal description and parcel identification for which are as follows:

CONDOMINIUM UNIT NO. B106 IN ASHWOOD CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 1317, PAGE 1590, AND AS AMENDED IN OFFICIAL RECORDS BOOK 1434, PAGE 734 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE CONDOMINIUM UNIT

Parcel Identification Number: 20-21-30-535-0B00-1060

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

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

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

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 10, 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 Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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
7/14/06

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 October 25, 2001, and recorded in Official Records Book 04244, Pages 1544 through and including 1548, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated October 25, 2001, and recorded in the Official Records Book 04244, Pages 1549 through and including 1551, Public Records of Seminole County, Florida, which encumbered the property located at 120 Anderson Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK E, COUNTRY CLUB MANOR, UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-522-0E00-0020

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

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

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

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 24, 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 Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
7/25/06

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 June 30, 2004, and recorded in Official Records Book 5385, Pages 1887 through and including 1891, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 30, 2006, and recorded in the Official Records Book 5385, Pages 1892 through and including 1895, Public Records of Seminole County, Florida, which encumbered the property located at 612 Camellia Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 8, BLOCK N, SUNLAND ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 16 THROUGH 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 14-20-30-501-0N00-0080

(the "Property,") were made by **Christopher Johnson and Alisha Johnson**, 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 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 July 14, 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
7/35/06

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 July 23, 2004 and recorded in Official Records Book 5422, Pages 1548 through and including 1552, 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 July 23, 2004, and recorded in the Official Records Book 5422, Pages 1553 through and including 1556, Public Records of Seminole County, Florida, which encumbered the property located at 154 Clear Lake Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 15, HIDDEN LAKE VILLAS, PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 3,4,5 AND 6 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-5GJ-0000-0150

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

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

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

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 30, 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 Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
7/14/06

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 MEMORANDUM OF AGREEMENT AND
HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 30, 1997, recorded in Official Records Book 3312, Page 0759, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement dated September 30, 1997, recorded in Official Records Book 3318, Pages 0586 through and including 0588, Public Records of Seminole County, Florida (the "Agreement") which encumbered the property located at 1236 Merritt Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 10, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-503-0000-0100

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

WHEREAS, said Memorandum of Agreement 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 Memorandum of Agreement and the Agreement; and

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

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 27, 2006, pursuant to the terms of the Memorandum of Agreement and the Agreement, Seminole County does hereby acknowledge full satisfaction of said Memorandum of Agreement and the Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Memorandum of Agreement and the 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.

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
8/2/06