

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfactions of Second Mortgage

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

**AUTHORIZED BY:** Dan T. Matthys **CONTACT:** Annie Knight **EXT.** 7364

<b>Agenda Date</b> <u>08/23/2005</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

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

**BACKGROUND:**

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$41,229.56 have been made to the Housing Trust Fund.

<b>Reviewed by:</b> <u>[Signature]</u> <b>Co Atty:</b> <u>[Signature]</u> <b>DFS:</b> <u>[Signature]</u> <b>Other:</b> <u>[Signature]</u> <b>DCM:</b> <u>[Signature]</u> <b>CM:</b> <u>[Signature]</u>
<b>File No.</b> <u>cpdc03</u>

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Sandra Young	35-19-30-522-0G00-0010
2. Essie Smith	30-19-31-518-0000-0030
3. Dorothy Nelson	22-21-30-507-0000-0330
4. Fred C. Rice, Jr.	03-21-30-520-0500-0010
5. Dominick J. & Jennifer M. Cerce	09-20-30-508-0000-0060
6. Karmen R. & Gerald A. Goad	03-21-30-508-0C00-0050
7. Juan T. & Jessica Serrano	16-21-30-513-0A00-0370
8. Franklin E. & Elizabeth L. Hershner	12-20-30-511-0000-0020
9. Harry & Teresa Nieves	03-21-29-504-0C00-0100
10. Jerry & Cynthia Garrett	34-20-30-539-0000-1400
11. Jennifer L. Milligan	21-21-30-501-0400-0250
12. Christopher M. & Monica M. Ward	35-19-30-520-0E00-0070
13. Andrea J. Elbery	31-19-31-525-0J00-0060
14. Malissie Reese	32-19-31-513-0000-1620
15. Fabian & Nancy Velez	36-19-30-544-0000-0470
16. Mario K. & Latrina Perkins	06-20-31-505-0D00-0010
17. Regina Renay White	18-21-30-502-0C00-0030

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 29, 2001 and recorded in Official Records Book 04126, Pages 0011 through and including 0015, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated June 29, 2001 and recorded in the Official Records Book 04126, Pages 0016 through and including 0018, Public Records of Seminole County, Florida, which encumbered the property located at 101 Club Road, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK G, COUNTRY CLUB MANOR, UNIT 3 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: 35-19-30-522-0G00-0010

(the "Property,") were made by **Sandra Young**, a single person, (the "Former 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 Former Owner has relinquished title to the Property as a result of a first mortgage foreclosure and quit claimed her interest to a new owner within the ten (10) year period; and

WHEREAS, the current owner, M. Brady Lessard (the "Current Owner") has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 24, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Former Owner, the Current Owner, 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Sandra Young



THE CLOSING AGENT II, INC.  
 ESCROW ACCOUNT  
 735 PRIMERA BOULEVARD, SUITE 115  
 LAKE MARY, FL 32746

CNL BANK  
 DOWNTOWN OFFICE  
 ORLANDO, FL 32801  
 63-1428/631

15603

06/24/05

PAY TO THE ORDER OF Seminole County Community Development

\*\*\$25,000.00\*\*

TWENTY FIVE THOUSAND DOLLARS and 00/100

\$

DOLLARS

Seminole County Community Development

**VOID VOID**

MEMO S05-05-150 101 Club Road, Sanford, FL 32771

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈015603⑈ ⑆063114289⑆ 3027190⑈

THE CLOSING AGENT II, INC. / ESCROW ACCOUNT

15603

Date: 06/24/05 Amount: 25,000.00 File Number: S05-05-150 Check #: 15603

Pay to: Seminole County Community Development

Buyer: William J. Nealon  
 Seller: M. Brady Lessard  
 Property: 101 Club Road, Sanford, FL 32771

0.00 Loan#  
 25,000.00 Payoff Principal

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505</p>																																												
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 35-19-30-522-0G00-0010      Tax District: S1-SANFORD</p> <p>Owner: LESSATD M BRADY      Exemptions: 00-HOMESTEAD</p> <p>Address: 1501 E 2ND ST</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 101 CLUB RD SANFORD 32771</p> <p>Subdivision Name: COUNTRY CLUB MANOR UNIT 3</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$49,290</p> <p>Depreciated EXFT Value: \$1,304</p> <p>Land Value (Market): \$17,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$67,594</p> <p>Assessed Value (SOH): \$48,259</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$23,259</p> <p align="right">Tax Estimator</p>																																										
<p align="center"><b>SALES</b></p> <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>QUIT CLAIM DEED</td> <td>04/2005</td> <td>05702</td> <td>1728</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/2001</td> <td>04126</td> <td>0002</td> <td>\$66,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>09/1999</td> <td>03748</td> <td>0071</td> <td>\$36,300</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1999</td> <td>03713</td> <td>0923</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>07/1999</td> <td>03688</td> <td>1862</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1996</td> <td>03088</td> <td>0895</td> <td>\$40,500</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	04/2005	05702	1728	\$100	Improved	WARRANTY DEED	06/2001	04126	0002	\$66,000	Improved	SPECIAL WARRANTY DEED	09/1999	03748	0071	\$36,300	Improved	SPECIAL WARRANTY DEED	08/1999	03713	0923	\$100	Improved	CERTIFICATE OF TITLE	07/1999	03688	1862	\$100	Improved	WARRANTY DEED	06/1996	03088	0895	\$40,500	Improved	<p align="center"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$628</p> <p>2004 Tax Bill Amount: \$448</p> <p>Save Our Homes (SOH) Savings: \$180</p> <p>2004 Taxable Value: \$21,853</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																							
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<p align="center"><b>LAND</b></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>17,000.00</td> <td>\$17,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	17,000.00	\$17,000	<p align="center"><b>LEGAL DESCRIPTION PLAT</b></p> <p>LEG LOT 1 BLK G COUNTRY CLUB MANOR UNIT 3 PB 12 PG 76</p>																														
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																							
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<b>BUILDING INFORMATION</b>																																												
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																			
1	SINGLE FAMILY	1960	3	720	1,172	720	SIDING AVG	\$49,290	\$65,720																																			
	Appendage / Sqft		UTILITY UNFINISHED / 60																																									
	Appendage / Sqft		ENCLOSED PORCH UNFINISHED / 180																																									
	Appendage / Sqft		OPEN PORCH UNFINISHED / 102																																									
	Appendage / Sqft		CARPORT UNFINISHED / 110																																									
<b>EXTRA FEATURE</b>																																												
	Description	Year Blt	Units	EXFT Value	Est. Cost New																																							
	WOOD UTILITY BLDG	1980	100	\$240	\$600																																							
	ALUM GLASS PORCH	1979	190	\$1,064	\$2,660																																							
<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																												

RECORD + RETURN TO:  
UNIVERSAL LAND TITLE  
580 RINEHART RD #100  
LAKE MARY FL 32746  
01-23-05

110001 110002 110003 110004 110005 110006 110007 110008 110009 110010 110011 110012 110013 110014 110015 110016 110017 110018 110019 110020

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY

# Seminole County Homeownership

## Assistance Program

RECORDED 07/11/2001 03:12:00 PM  
RECORDING FEES 37.50  
RECORDED BY L. McKinley

### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29<sup>TH</sup> day of JUNE 2001 by and between Sandra Young, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Wherever 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 (\$25,000.00) hereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.F.L.R. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
230 N. WESTMONTE DR., STE#1974  
ANTAMONTE SPGS. FL 32714

FILE NUM 2001721956  
OR BDDA 04126 PAGE 0012

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.

FILE NUM 2001721956  
OR BOOK 04126 PAGE 0013

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

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Twenty Five Thousand Dollars and 00/100(\$25,000.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

Mark Wright  
Print Name: Mark Wright

Justin Nunn  
Print Name: Justin Nunn

Print Name:

Print Name:

Sandra F. Young  
Print Name: Sandra Young  
10145 ROADS, SANDHILLS, FL 32110

Print Name:

Print Name:

Print Name:

FILE NO: GAV1761336  
OR BOOK 04125 PAGE 0014

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29<sup>th</sup> day of JUNE, 2001  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared SANDRA YOUNG  
and [Signature], 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.

[Signature]

Name:  
Notary Public  
Serial Number  
Commission Expires:



Mark A. Wright  
MY COMMISSION # 1607-571 EXPIRES  
APR 8, 2003  
REPLACE THIS SEAL WITH A NEW ONE, PLS.

Not a Certified Copy

FILE NUM 2001721955  
OR BOOK 04126 PAGE 0015

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1, Block G, COUNTRY CLUB MANOR, UNIT 3, according  
to the Plat recorded in Plat Book 12, Pages 75 and 76,  
as recorded in the Public Records of SEMINOLE County,  
Florida; said land situate, lying and being in SEMINOLE  
County, Florida

This is not a certified copy

FILE NUM 2001721956  
OR BOOK 04126 PAGE 0016

# Seminole County Homeownership

## Assistance Program

### EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT:           \$25,000.00          

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Twenty Five Thousand Dollars & 00/100 (\$25,000.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

#### DEFAULT

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

FILE NUM 2001721956  
OR BOOK 04126 PAGE 0017

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. HOMEOWNERHSIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
230 N. WESTMONTE DR., STE#1974  
ALTAMONTE SPGS, FL 32714

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

FILE NUM 2001721956  
JR BOOK 04126 PAGE 0018

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: Sandra Young  
101 AWS ROAD  
SANDRA FL 32711

Print Name: JOHN NUNES

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this June day of June, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Sandra Young 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 DRUSKE WELLES as identification and who did/ did not take an oath.

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



Mark A. Wright  
MY COMMISSION # CC05431 EXPIRES  
April 8, 2005

Name: Mark Wright  
Notary Public  
Serial Number  
Commission Expires:

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated April 23, 2002, and recorded in Official Records Book 04393, Pages 0240 through and including 0242, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SIX HUNDRED SIXTY-ONE AND 95/100 AND NO/100 DOLLARS (\$9,661.95) (the "Note"), dated April 23, 2002 and recorded in the Official Records Book 04393, Pages 0243 through and including 0244, Public Records of Seminole County, Florida, which encumbered the property located at 1133 E. 7<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 3, 4 AND 5, LONG'S ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 97 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 30-19-31-518-0000-0030

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

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

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

**WHEREAS**, the Owner has sold the Property within the six (6) year period; and

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of SEVEN THOUSAND SEVEN HUNDRED TWENTY-NINE AND 56/100 DOLLARS (\$7,729.56), the receipt of which is hereby acknowledged, paid to Seminole County on or about May 31, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Essie Smith

PREMIER TITLE & ABSTRACT LLC  
CASSELBERRY ESCROW ACCOUNT  
101 SUNNYTOWN ROAD SUITE 302  
CASSELBERRY, FL 32707

File: rr05-5417

REGIONS  
BANK  
63-666/632

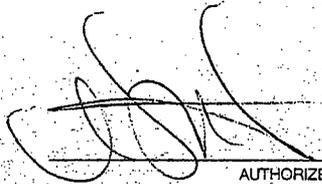
5567

05/31/05

PAY TO THE ORDER OF Seminole County SHIP \$\*7,729.56

Seven thousand seven hundred twenty nine and 56/100 Dollars DOLLARS

MEMO

  
AUTHORIZED SIGNATURE

⑈005567⑈ ⑆063206663⑆ 67 0919 3197⑈

PREMIER TITLE & ABSTRACT LLC  
CASSELBERRY ESCROW ACCOUNT

5567

Payee: Seminole County SHIP; ,  
Check Date: 05/31/05 Amount: \$\*\*7,729.56 Check No.: 005567 Order Number: rr05-5417

Hud	Description	Total
505	Payoff of second mortgage loan	7,729.56
Property Address: 1133 E. 7th Street Sanford FL 32771		
Seller: ESSIE G. SMITH Buyer: KATHRYN FRYER		

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1458 407-665-7506</p>																																									
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 30-19-31-518-0000-0030      Tax District: S1-SANFORD</p> <p>Owner: SMITH ESSIE G      Exemptions: 00-HOMESTEAD</p> <p>Address: 1133 E 7TH ST</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 1133 7TH ST E SANFORD 32771</p> <p>Subdivision Name: LONGS ADD</p> <p>Dor: 01-SINGLE FAMILY</p>	<p align="center"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$32,635</p> <p>Depreciated EXFT Value: \$556</p> <p>Land Value (Market): \$18,135</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$51,326</p> <p>Assessed Value (SOH): \$41,901</p> <p>Exempt Value: \$25,500</p> <p>Taxable Value: \$16,401</p> <p>Tax Estimator</p>																																								
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>06/1994</td> <td>02786</td> <td>1022</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1978</td> <td>01166</td> <td>0730</td> <td>\$700</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1975</td> <td>01065</td> <td>1755</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	06/1994	02786	1022	\$100	Improved	WARRANTY DEED	04/1978	01166	0730	\$700	Improved	WARRANTY DEED	01/1975	01065	1755	\$100	Improved	<p align="center"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$347</p> <p>2004 Tax Bill Amount: \$235</p> <p>Save Our Homes (SOH) Savings: \$112</p> <p>2004 Taxable Value: \$15,181</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																									

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04393 PG 0240  
CLERK'S # 2002869919  
RECORDED 04/29/2002 03:22:49 PM  
MTB DOC TAX 33.93  
RECORDING FEE 24.00  
RECORDED BY W. H. HARRIS

**SHIP Rehabilitation Mortgage**

This mortgage entered into this 23rd day of April, 2002,  
between Essie Smith, hereinafter referred to as "Owner," and Seminole County, a political  
subdivision of the State of Florida, hereinafter "County," 1101 E First Street, Sanford,  
Florida 32271

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 (the existing housing) found upon such owned real property; said real  
property being located at 1133 E 7th Street, Sanford, Florida 32771. And said property  
being legally described as: Lots 3, 4 and 5, Long's Addition, Sanford, Florida.  
According to the Plat thereof recorded in Plat Book 3 Page 97 of the public records of  
Seminole County, Florida.

*made in whole*

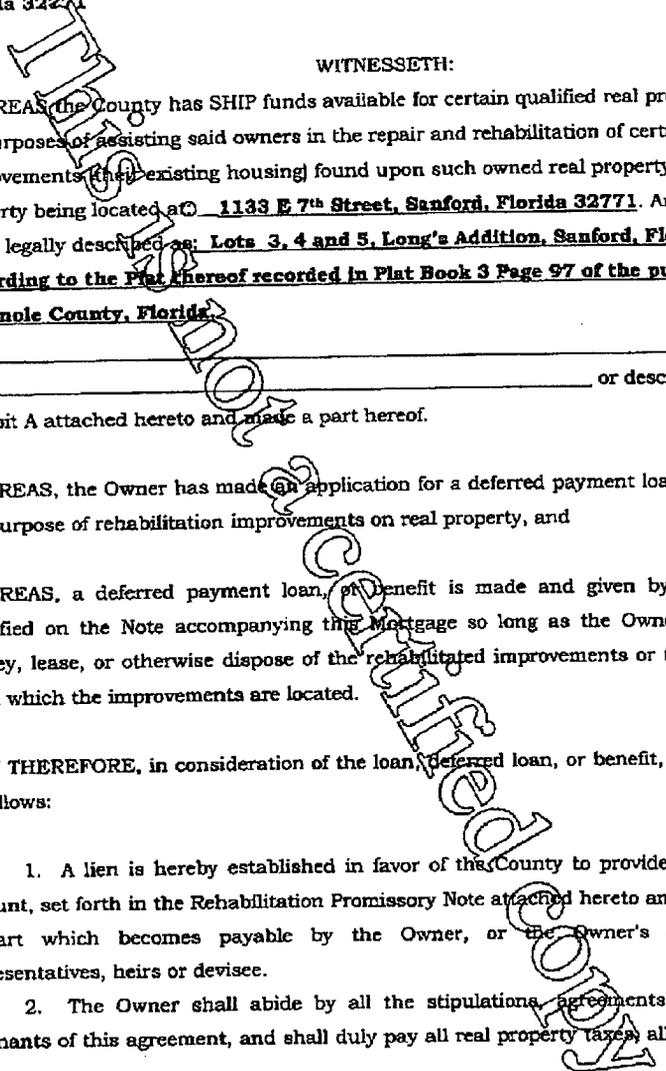
\_\_\_\_\_ or described in  
Exhibit A attached hereto and made a part hereof.

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 agree  
as follows:

1. A lien is hereby established in favor of the County to provide security for the  
amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made  
a part which becomes payable by the Owner, or the Owner's estate, personal  
representatives, heirs or devisee.
2. The Owner shall abide by all the stipulations, agreements, conditions and  
covenants of this agreement, and shall duly pay all real property taxes, all home insurance



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

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

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

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

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

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

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

Mamie L. Randolph  
Signature of Witness -

Mamie L. Randolph  
Print name

\_\_\_\_\_  
Signature of Witness -

\_\_\_\_\_  
Print name

Essie Smith  
Signature of Owner

Essie Smith  
Print name

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal, this 23rd day of April, 2002.

This instrument prepared by and return to:

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

Seal

Marci H. Carter  
(Notary Signature)

Marci H. Carter  
NOTARY PUBLIC  
State of Florida at Large  
My Commission expires 7-21-03

Marci H. Carter  
My Commission CC657032  
Expires July 21, 2003

This is a Notary Public Seal  
Certified Copy

**SHIP Deferred Payment Promissory Note**

NAME: Essie Smith

CASE NO. \_\_\_\_\_

AMOUNT: \$9661.95

DATE: April 23, 2002

ADDRESS: 1133 E. 7<sup>th</sup> Street, Sanford, Florida 32771

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 Nine Thousand Six Hundred Sixty One and 95/100 dollars (\$ 9661.95). Payment of the principal amount of the Note is deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

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

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

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

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

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

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

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

ATTEST:

Marcie L. Randolph  
Signature of Witness

Essie Smith  
Signature of Owner

Marcie L. Randolph  
Print Name

Essie Smith  
Print Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal, this 23<sup>rd</sup> day of April, 2002.

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

Marcie Carter  
(Notary Signature)

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

Marcie H Carter  
My Commission CC887032  
Expires July 21, 2003



**SEMINOLE COUNTY GOVERNMENT**

*A Business doing Government Work*

# FACSIMILE TRANSMITTAL

Date: April 12, 2005

TIME: 3:44 PM

To: Brandy Williams

Premier Title & Abstract, Inc.

FAX Number: 407-831-9910

From: Annie W. Knight, Mortgage Technical Specialist

FAX Number: (407) 665-7366

Homeowner is paying off mortgage (selling) (or refinancing) before the end of the SHIP 5 year agreement.

RE: **Essie G. Smith  
1133 E. 7<sup>th</sup> Street  
Sanford, Florida 32771**

**Payoff Amount \$ 7,729.56  
Good until: 5/12/2005**

This is a no Interest Loan and does not accrue per/diem cost. Please forward by fax or mail an executed copy of the original HUD I Closing statement to Seminole County Community Development Office, SHIP Payoff, Attn: Annie W. Knight, Mortgage Technical Specialist, 1101 East 1<sup>st</sup> Street, Suite 3301, Sanford, Florida 32771. Upon the receipt of the executed HUD I, we will prepare and record a Satisfaction Of Mortgage.

**THERE IS 1 PAGES, INCLUDING THIS ONE, IN THIS  
TRANSMITTAL. IF YOU EXPERIENCE ANY PROBLEMS  
RECEIVING THIS FAX PLEASE CALL (407) 665-7384.**

HP OfficeJet G Series G95  
Personal Printer/Fax/Copier/Scanner

Fax-History Report for  
SCG  
4076657412  
Apr 12 2005 2:55pm

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Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Apr 12	2:48pm	Sent	94078319910	0:33	1	OK

---

Result:

OK - black and white fax  
Okay color - color fax

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 November 14, 1997 and recorded in Official Records Book 3331, Pages 1205 through and including 1209, 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") recorded in the Official Records Book 3331, Pages 1210 through and including 1212, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 2, 1997, recorded in Official Records Book 3331, pages 1213 through and including 1215, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2960 Lowell Court, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 33, SUMMERHILL, PHASE I ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 50, 51 AND 52 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 22-21-30-507-0000-0330

(the "Property,") were made by **Dorothy Nelson**, 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, the Note and Agreement; and

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

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

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 16, 2005, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

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 Agreement 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Dorothy Nelson

**ALLIED**

Abstract and Title Company, LLC

549 Wymore Road North, Suite 209  
Maitland, Florida 32751

407-647-2820 • FAX 407-644-5847

WACHOVIA

63-751/631

048021

\*\*\* Three Thousand Five Hundred and 00/100 Dollars \*\*\*

PAY  
TO THE  
ORDER OF

June 16, 2005  
DATE

\$ 3,500.00  
AMOUNT

SEMINOLE COUNTY

File 04-1137 - 48021

ESCROW ACCOUNT  
EXPIRES 90 DAYS FROM THE DATE ISSUED  
*[Handwritten Signature]*  
John C. [unclear]

⑈048021⑈ ⑆0631075131⑆ 2000010741771⑈

Allied Abstract & Title Co., LLC

04-1137 WEST / REFI  
Buyer: Nathan D. West

2960 Lowell Court Casselberry, Florida 32707, , Lot 33, SUMMERHILL, PHASE 1, according to the plat thereof  
as recorded in Plat Book 31, Pages 50 through 52, of the Public Records of Seminole County, Florida.  
Parcel ID: 22-21-30-507-0000-0330

048021

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>																																																				
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 22-21-30-507-0000-0330 Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: WEST NATHAN D &amp; HEATHER E Exemptions: 00-HOMESTEAD</p> <p>Address: 3910 S JOHN YOUNG PKWY</p> <p>City,State,ZipCode: ORLANDO FL 32839</p> <p>Property Address: 2960 LOWELL CT CASSELBERRY 32707</p> <p>Subdivision Name: SUMMERHILL PH 1</p> <p>Dor: 01-SINGLE FAMILY</p>		<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$76,153</p> <p>Depreciated EXFT Value: \$508</p> <p>Land Value (Market): \$19,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$95,661</p> <p>Assessed Value (SOH): \$88,096</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$63,096</p> <p>Tax Estimator</p>																																																		
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>QUIT CLAIM DEED</td> <td>11/2004</td> <td>05539</td> <td>1962</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/2003</td> <td>05047</td> <td>1187</td> <td>\$84,200</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1997</td> <td>03331</td> <td>1192</td> <td>\$60,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1989</td> <td>02091</td> <td>1543</td> <td>\$54,200</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1985</td> <td>01695</td> <td>1746</td> <td>\$65,000</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	11/2004	05539	1962	\$100	Improved	WARRANTY DEED	07/2003	05047	1187	\$84,200	Improved	WARRANTY DEED	11/1997	03331	1192	\$60,500	Improved	WARRANTY DEED	07/1989	02091	1543	\$54,200	Improved	WARRANTY DEED	12/1985	01695	1746	\$65,000	Improved	<p><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$1,023</p> <p>2004 Tax Bill Amount: \$1,023</p> <p>Save Our Homes (SOH) Savings: \$0</p> <p>2004 Taxable Value: \$60,530</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>														
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																				

33/450  
 RETURN TO: Seminole County Homeownership Assistance Program  
 CHELSEA TITLE COMPANY  
 408 E SEMINOLE AVE  
 CASSELBERRY, FL 32707

### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
 14 day of NOV 1997, by and between Dorothy Nelson, a  
 single person, hereinafter referred to as the "Mortgagee" 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 words of "Mortgagee" and "Mortgagee"  
 include all parties to this instrument, its 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 note.)

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 (\$0,500.00), hereinafter described, the Mortgagee hereby grants, bargains,  
 sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of  
 which the Mortgagee 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 improvements, hereditaments  
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
 the Mortgagee, in fee simple.

AND the Mortgagee covenants with the Mortgagee that the Mortgagee 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 Mortgagee will make such further assurances  
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
 required; that the Mortgagee hereby full warrants the title to said land and will defend  
 the same against the lawful claims of all persons whatsoever; and that said land is 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 DUTY TAX ON DOCUMENTS PURSUANT  
 TO SECTIONS 20.01(1) AND 199.10(1)(4),  
 FLORIDA STATUTES

This instrument was prepared by:  
 ALLIED RECORDERS ASSOCIATION  
 408 E SEMINOLE AVE  
 CASSELBERRY, FL 32707

BOOK 3331  
 PAGE 1205  
 SEMINOLE CO. FL

RECORDED & VERIFIED  
 12905E

1997 JUN 25 PM 3:22

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 RECORDS  
BOOK  
2221 1206  
SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of 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.

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.

Cynthia Nazario  
Print Name: CYNTHIA NAZARIO

Marva A. Quash  
Print Name: MARVA A. QUASH

Print Name:

Print Name:

Dorothy Nelson  
Print Name: Dorothy Nelson  
2960 LOWELL CT., CASSELBERRY FL 32707

Print Name:

Print Name:

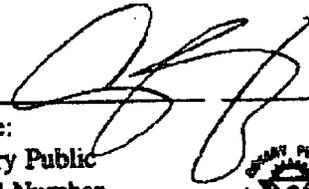
Print Name:

OFFICIAL RECORDS  
BOOK  
3331 1207  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of NOV, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Dorothy Nelson  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced a driver'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.



Name:  
Notary Public  
Serial Number  
Commission Expires:



CYNTHIA NABORS  
My Commission 00494126  
Expires May, 18, 1999  
Bonded by AMS  
800-882-8878

This is not a certified copy

OFFICIAL RECORDS  
BOOK  
9331 1208  
SEMINOLE CO. FL

EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 53, BURNBANK, PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED  
IN PLAT BOOK 31, PAGES 50, 51, AND 52, OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA.

GENERAL RECORDS  
BOOK  
3331  
1209  
SEMINOLE CO. FL.

5 of 5

7/22/07  
msc@scg.com

47,950  
 RETURN TO: Sebastian County Homeownership Assistance Program  
 CHESSA TITLE COMPANY  
 485 E. SHAWA RD.  
 CASSIABERRY, FL 32707

EXHIBIT "B"  
 SECOND MORTGAGE NOTE

AMOUNT: 33,810.00

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, in the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars & NO/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 repayment provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of 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 RECORD  
 BOOK  
 3331 1210  
 SEMINOLE CO. FL

7/28/97  
 notary

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 SELF  
4500 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  
3331  
1211  
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.

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: CYNTHIA NAZARIO  
*[Signature]*

*[Signature]*  
Print Name: Dorothy Nelson  
2960 LOWELL CT, CASSELBERRY FL 32707

Print Name: MARVA A. QUASE

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of December, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Dorothy Nelson  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced 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: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_  
CYNTHIA NAZARIO  
My Commission CC484134  
Expires May. 15, 1999  
Bonded by AFB  
800-882-8178

OFFICIAL RECORDS  
BOOK  
3331 1212  
SEMINOLE CO. FL

RETURN TO:  
CHIT'S TITLE COMPANY  
APR 24, 2005 11:01 AM  
GAS SULLY, FL 32701

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

DOROTHY NELSON

Property Address: 2800 LOWELL CT., CASHLEHARRY, FL 32707

This Agreement is entered into this 20th day of SEPTEMBER 19 02 by and between  
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East Palm Street,  
Gainesville, Florida, 32771 (hereinafter "COUNTY") and DOROTHY NELSON, 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 Act (42 U.S.C.  
12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily  
Supportive 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 subcontracted  
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 revised by HUD.

2. AFFORDABILITY

The property shall be in subject of this Agreement shall remain affordable in accordance with  
COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect  
until the first of the following events occurs: (1) borrower dies, transfer or disposal of the realted 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 to an amount up to \$1,500.00  
0% until the first of the following events occurs: (1) borrower dies, transfer or disposal of the realted  
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 subcontractor 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/his principal residence and  
that, at the time of application and approval, his/her/his 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 determines the project eligible for  
funding.

OFFICIAL RECORDS  
BOOK 3331 1213  
SEMINOLE CO. FL

HARVINE ROUSE  
CLERK OF COUNTY CLERK  
SEMINOLE COUNTY, FL  
129055

RECORDED & VERIFIED  
25 MAY 25 PM 3:22

The property of the firm of initial occupancy by the HOMEBUYER shall meet Section 8 Housing  
County Standards (HCS) 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 K. The regulations are provided below. Applicable regulations are  
as listed.

- 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 by downpayment, closing cost or interest rate buy-down guarantees on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
  - Applicable (activity by 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 to ensure 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 testing 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 cover 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 each closing.

Should rehabilitation be included in the HOME standards, 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 and HOME funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable to the homeowner to not a subrecipient.

2. RECORDS AND REPORTS

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

3. ENFORCEMENT OF THE AGREEMENT

XXXXXXXXXXXXXXXXXXXX

OFFICIAL RECORDS  
SERIALIZED  
JUN 10 2005  
1214

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 sale, transfer or disposition of the isolated 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), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

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

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

WITNESSES:

[Signature]  
MARY M. ANTONIS

WITNESSES

[Signature]  
A. D. N. [Signature]

SEMINOLE COUNTY, FLORIDA

[Signature]  
Gary E. [Signature], County Manager

Color: \_\_\_\_\_

HOMEBUYER

[Signature]  
Dorothy Nelson

Date: 9/16/07

3331 1215  
SEMINOLE CO., FL  
OFFICIAL RECORDS  
BOOK

STATE OF Florida,  
COUNTY OF Seminole;

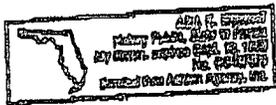
The foregoing instrument was acknowledged before me this 16th day of September, 2007 by Dorothy Nelson who is personally known to me or who has presented [Signature] as identification.

[Signature]

Print Name A. D. N. [Signature]

Notary Public in and for the County and State Aforementioned.

My commission expires: \_\_\_\_\_



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

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

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 25, 2001, and recorded in Official Records Book 4092, Pages 1756 through and including 1760, 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 May 25, 2001 and recorded in the Official Records Book 4092, Pages 1761 through and including 1763, Public Records of Seminole County, Florida, which encumbered the property located at 124 Kristi Ann Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 5, MOSS COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 03-21-30-520-0500-0010

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

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

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

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

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 1, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Fred Rice

CHASE TITLE INSURANCE LLC  
ESCROW ACCOUNT  
142 W. Lakeview Ave. Ste. 2000  
Lake Mary, FL 32746

AMSOUTH BANK  
ORLANDO, FL 32809  
63-466/631

3304

FILE: 05-0132

07/01/05

PAY TO THE ORDER OF SEMINOLE COUNTY COMMUNITY

\$ \*\*\*\*\*5,000.00

Five Thousand and No/100\*\*\*\*\*

DOLLARS

MEMO Payoff of second mortgage loan

AUTHORIZED SIGNATURE

⑈003304⑈ ⑆063104668⑆ 0054138574⑈

CHASE TITLE INSURANCE LLC/ESCROW ACCOUNT  
SEM INOLE COUNTY COMMUNITY

FILE: 05-0132

07/01/05

3304  
\*\*\*\*\*5,000.00

BUYER(S) : JAIME MAISONET and NOEMI MAISONET

SELLER(S) : FRED C. RICE, JR.

Payoff of second mortgage loan

\*\*\*\*\*5,000.00

CHASE TITLE INSURANCE LLC/ESCROW ACCOUNT  
SEM INOLE COUNTY COMMUNITY

FILE: 05-0132

07/01/05

3304  
\*\*\*\*\*5,000.00

BUYER(S) : JAIME MAISONET and NOEMI MAISONET

SELLER(S) : FRED C. RICE, JR.

Payoff of second mortgage loan

\*\*\*\*\*5,000.00

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>                  SEMINOLE COUNTY FL                  1101 E. FIRST ST                  SANFORD, FL 32771-1468                  407-665-7506</p>																																																																					
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel id: 03-21-30-520-0500-0010      Tax District: W1-WINTER SPRINGS                  Owner: RICE FRED C JR      Exemptions: 00-HOMESTEAD                  Address: 124 KRISTI ANN CT                  City,State,ZipCode: WINTER SPRINGS FL 32708                  Property Address: 124 KRISTI ANN CT WINTER SPRINGS 32708                  Subdivision Name: MOSS COVE                  Dor: 01-SINGLE FAMILY</p>		<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market                  Number of Buildings: 1                  Depreciated Bldg Value: \$63,035                  Depreciated EXFT Value: \$0                  Land Value (Market): \$12,000                  Land Value Ag: \$0                  Just/Market Value: \$75,035                  Assessed Value (SOH): \$67,789                  Exempt Value: \$25,000                  Taxable Value: \$42,789                  Tax Estimator</p>																																																																			
<p style="text-align: center;"><b>SALES</b></p> <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>WARRANTY DEED</td> <td>05/2001</td> <td>04092</td> <td>1745</td> <td>\$74,900</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	05/2001	04092	1745	\$74,900	Improved	<p><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$814                  2004 Tax Bill Amount: \$763                  Save Our Homes (SOH) Savings: \$51                  2004 Taxable Value: \$40,815                  DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																																							
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.                  *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																					

RECORD AND RETURN TO  
UNIVERSAL LAND TITLE  
500 RIVERDALE RD, STE 100  
LAKELAND, FL 32746

33/20

Seminole County Homeownership  
Assistance Program  
Second Mortgage Deed

BOOK PAGE  
4092 175R  
SEMINOLE CO. FL.

THIS SECOND MORTGAGE DEED is hereby made and entered into the 25th day of MAY 2001 by and between Fred C. Rice Jr., a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$5,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

hr

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 199.165(1)(a), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
B.N.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ADRI GIBBY WRIGHT  
830 N. WASHINGTON DR., STE 2074  
ALTA MONTE SPRING, FL 32714

MARYANNE JORSE  
CLERK OF CIRCUIT COURT  
703673

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED  
01 JUN -5 AM 11:21

4092 802R PAGE 1751

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

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

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

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

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

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100 (\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

[Signature]  
Print Name: Mark [unclear]

[Signature]  
Print Name: Fred C. Rice Jr.

[Signature]  
Print Name: [unclear]

[Signature]  
Print Name: [unclear]

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

4092 1753  
SEM. REC. CO. FL.  
FILE



**EXHIBIT "A"**

Lot 1, Block 5, MOSS COVE, according to the Plat recorded in Plat Book 58, page 84, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.

RECORDS SECTION  
BOOK PAGE  
4092 1760  
SEMINOLE CO. FL.

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.

RECORDED  
4092 1761  
SEMINOLE CO., FL.

- 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:

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. HOMEOWNERSHIP  
ASSISTANCE PROGRAM-  
ATTN: CAROL WRIGHT  
150 N. WESTBACH RD., STE 2107A  
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.

BOOK  
1092  
PAGE  
1767  
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, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable herein whether maker or endorser, 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: Mark West

[Signature]  
Print Name: Fred C. Rice Jr

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25 day of May, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Fred C. Rice Jr and Mark West 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 proper 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 0004531  
Commission Expires: 4-2-2003

4092 1763  
SEMINOLE CO. FL.  
Cook  
PAGE

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 March 30, 1999 and recorded in Official Records Book 3624, Pages 1354 through and including 1358, 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 March 30, 1999 and recorded in the Official Records Book 3624, Pages 1359 through and including 1361, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 2, 1999, recorded in Official Records Book 3624, Pages 1362 through and including 1364, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 255 Abbott Avenue, Lake Mary, Florida 32746, the legal description and parcel identification for which are as follows:

LOT 6, CRYSTAL LAKE PARK FIRST SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 74 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 09-20-30-508-0000-0060

(the "Property,") were made by **Dominick J. Cerce and Jennifer M. Cerce**, 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 six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current 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 \_\_\_\_\_, 2005.

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

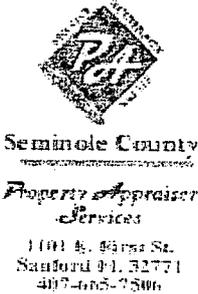
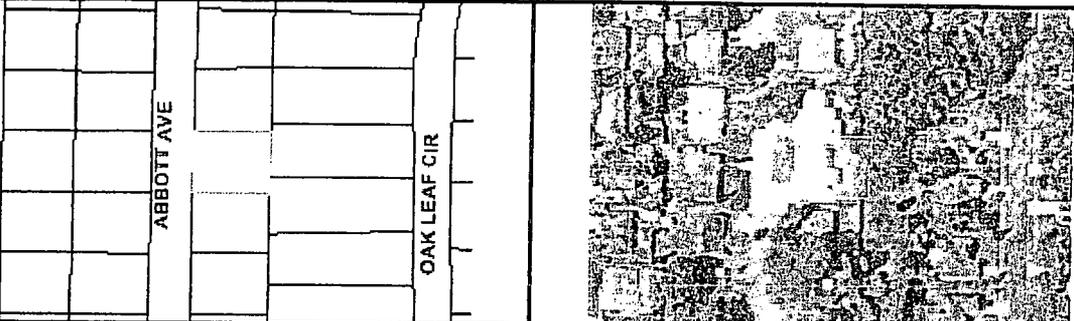
Date: \_\_\_\_\_

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  
7/13/05  
satisfaction-Cerce 2

<p><b>PARCEL DETAIL</b></p>  <p>Seminole County Property Appraiser Services 1101 E. 66th St. Sanford FL 32771 407-665-7500</p>	<p> <input type="checkbox"/> HOMESTEAD                    <input type="checkbox"/> PERSONAL PROPERTY                    <input type="checkbox"/> TAX MAPS                    <input type="checkbox"/> CADastre</p> <p> <input type="button" value="Back"/> <input type="button" value="Next"/> </p>																																																													
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 09-20-30-508-0000-0060 Tax District: M1-LAKE MARY                  Owner: CERCE DOMINICK J Exemptions: 00-HOMESTEAD                  Address: 255 ABBOTT AVE                  City,State,ZipCode: LAKE MARY FL 32746                  Property Address: 255 ABBOTT AVE LAKE MARY 32746                  Subdivision Name: CRYSTAL LAKE PARK 1ST SEC                  Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market                  Number of Buildings: 1                  Depreciated Bldg Value: \$56,624                  Depreciated EXFT Value: \$0                  Land Value (Market): \$11,710                  Land Value Ag: \$0                  Just/Market Value: \$68,334                  Assessed Value (SOH): \$55,727                  Exempt Value: \$25,000                  Taxable Value: \$30,727</p>																																																												
<p style="text-align: center;"><b>SALES</b></p> <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>WARRANTY DEED</td><td>03/1999</td><td>03624</td><td>1345</td><td>\$72,000</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>01/1999</td><td>03576</td><td>0081</td><td>\$57,000</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>09/1998</td><td>03502</td><td>1466</td><td>\$100</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>07/1998</td><td>03468</td><td>1568</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>12/1996</td><td>03174</td><td>0577</td><td>\$64,900</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>08/1996</td><td>03118</td><td>1819</td><td>\$32,000</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>10/1993</td><td>02663</td><td>1639</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>03/1981</td><td>01328</td><td>1100</td><td>\$29,700</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>01/1972</td><td>00952</td><td>1745</td><td>\$12,800</td><td>Improved</td></tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1999	03624	1345	\$72,000	Improved	SPECIAL WARRANTY DEED	01/1999	03576	0081	\$57,000	Improved	SPECIAL WARRANTY DEED	09/1998	03502	1466	\$100	Improved	CERTIFICATE OF TITLE	07/1998	03468	1568	\$100	Improved	WARRANTY DEED	12/1996	03174	0577	\$64,900	Improved	SPECIAL WARRANTY DEED	08/1996	03118	1819	\$32,000	Improved	CERTIFICATE OF TITLE	10/1993	02663	1639	\$100	Improved	WARRANTY DEED	03/1981	01328	1100	\$29,700	Improved	WARRANTY DEED	01/1972	00952	1745	\$12,800	Improved	<p style="text-align: center;"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$732                  2003 Tax Bill Amount: \$546                  Savings Due To SOH: \$186                  2003 Taxable Value: \$29,688</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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<p><b>NOTE:</b> 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>																																																														



417 98455  
3/30  
2004

# Seminole County Homeownership Assistance Program Second Mortgage Deed

Return to: First American Title Insurance Company  
11 North Seminole Blvd. Sanford, FL 32771

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of March 1999 by and between Dominick J. & Jennifer M. Cerce, 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 3624 PAGE 1351  
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.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

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

CLERK OF CIRCUIT COURT

356929

RECORDED & RETURNED  
99 APR -7 PM 12:18

2/18

7/20/97  
notmlg.doc

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.

3624 1355  
OFFICIAL RECORDS  
BOOK PAGE  
SEMINOLE CO. FL

FRANKIE MORSE

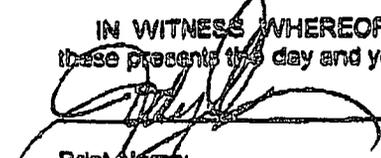
SEMINOLE COUNTY, FL  
MORSE & WOODLIFEN

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.

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

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

OFFICIAL RECORDS  
BOOK PAGE  
3624 1356  
SEMINOLE CO. FL

  
 Print Name: JODY SELLERS.

  
 Print Name: Dominick J. Cerce  
  
 Print Name: Jennifer M. Cerce

Print Name: \_\_\_\_\_  
  
 Print Name: Dianna Elliott

Print Name: Jennifer M. Cerce  
 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
 Address: 255 Abbott Avenue  
Lake Mary, Florida 32746

STATE OF FLORIDA  
COUNTY OF SEMINOLE CRANCE

I HEREBY CERTIFY that on this 30th day of March, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared DOMINICK J. CERCE  
and JENNIFER M. CERCE, HUSBAND & WIFE 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 LICENSES as identification and who did  
did not take an oath.

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

BOOK PAGE  
3626 1357  
SEMINOLE CO. FL

Name: RONDA J. SELLERS  
Notary Public  
Serial Number  
Commission Expires:



EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 6, CRYSTAL LAKE PARK, FIRST SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED  
PLAT BOOK 13, PAGE 74 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK PAGE  
3624 1358  
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:

\_\_\_\_\_

OFFICIAL RECORDS  
BOOK PAGE  
3624 1359

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. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELE 4590 S. US HWY 1 CASSELBERRY, FL 32707

SEMINOLE CO. FL  
3624  
1360  
OFFICIAL RECORDS  
BOOK PAGE

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.

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: [Signature]

Print Name: JOHN SELLERS

Print Name: [Signature]

Print Name: Dianna Elliott

Print Name:

STATE OF FLORIDA  
COUNTY OF ~~SEMIHOLE~~ ORANGE

I HEREBY CERTIFY that on this 30th day of March, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DOMINICK J. CERCE and JENNIFER M. CERCE, HUSBAND & 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 LICENSES as identification and who did/did not take an oath.

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



Name: JOHNDIA J. SELLERS  
Notary Public  
Serial Number  
Commission Expires:

3626  
1961  
SEMIHOLE CO. FL  
OFFICIAL RECORDS  
BOOK PAGE

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 November 14, 1997, and recorded in Official Records Book 3329, Pages 0193 through and including 0197, 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 14, 1997 and recorded in the Official Records Book 3329, Pages 0198 through and including 0200, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 1, 1997, recorded in Official Records Book 3329, Pages 0201 through and including 0203, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 142 Bayberry Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 5 OF BLOCK C, NORTH ORLANDO TERRACE SECTION 6 OF  
UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 17, PAGE 32 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification Number: 03-21-30-508-0C00-0050

(the "Property,") were made by **Karmen R. Singh Goad and Gerald A. Goad**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

**WHEREAS**, the 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 \_\_\_\_\_, 2005.

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

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>                  SEMINOLE COUNTY FL                  1101 E. FIRST ST                  SANFORD, FL 32771-1468                  407-683-7808</p>		
---	--	--

**GENERAL**

Parcel Id: 03-21-30-508-0C00-0050      Tax District: W1-WINTER SPRINGS  
 Owner: GOAD GERALD A &      Exemptions: 00-HOMESTEAD  
 Own/Addr: SINGH-GOAD KARMEN R  
 Address: 142 BAYBERRY CT  
 City,State,ZipCode: WINTER SPRINGS FL 32708  
 Property Address: 142 BAYBERRY CT WINTER SPRINGS 32708  
 Subdivision Name: NORTH ORLANDO TERRACE UNIT 1 SEC 6  
 Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market  
 Number of Buildings: 1  
 Depreciated Bldg Value: \$75,775  
 Depreciated EXFT Value: \$2,794  
 Land Value (Market): \$18,000  
 Land Value Ag: \$0  
 Just/Market Value: \$96,569  
 Assessed Value (SOH): \$67,487  
 Exempt Value: \$25,000  
 Taxable Value: \$42,487  
 Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	11/1997	03329	0183	\$78,500	Improved
QUIT CLAIM DEED	06/1991	02305	0657	\$500	Improved
WARRANTY DEED	05/1986	01743	0648	\$100	Improved
QUIT CLAIM DEED	02/1981	01345	1065	\$100	Improved
WARRANTY DEED	05/1980	01278	0631	\$49,800	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

Tax Value(without SOH): \$1,202  
 2004 Tax Bill Amount: \$758  
 Save Our Homes (SOH) Savings: \$444  
 2004 Taxable Value: \$40,521  
 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	18,000.00	\$18,000

**LEGAL DESCRIPTION PLAT**

LEG LOT 5 BLK C NORTH ORLANDO TERRACE UNIT 1 SEC 6  
 PB 17 PG 32

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1973	6	1,037	1,509	1,037	CONC BLOCK	\$75,775	\$88,110
			Appendage / Sqft	OPEN PORCH FINISHED / 84					
			Appendage / Sqft	BASE SEMI FINISHED / 388					

**EXTRA FEATURE**

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CARPET	1981	230	\$828	\$2,070
WOOD UTILITY BLDG	1996	442	\$1,697	\$2,652
WOOD DECK	1996	84	\$269	\$420

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.

2344.50

Seminole County Homeownership Assistance Program

Prepared by & return to:  
1st Southeastern Title Co  
2250 Lucien Way, #200  
Plantland Fl 32751 (ANITA DASA)

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into by and between Karmen R. Singh Gopal, 1464 day of NOVEMBER 1997 by and between Karmen R. Singh Gopal & Gerald A. Gopal, husband and wife, hereinafter referred to as the "Mortgagor" of 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."

(Whereas 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 (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, affirms, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now (and) 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 easements, 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 assurance to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free and 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 409.51(4) AND 199.165(1)(a), FLORIDA STATUTES

This instrument was prepared by:  
ALICE M. BROWN, REALTOR  
S.E.M. REALTY ASSOCIATES  
400 S. MILITARY  
SANFORD, FLORIDA 32771

*Handwritten initials*

OFFICIAL RECORDS  
BOOK  
3229  
0193  
SEMINOLE COUNTY, FL

RECEIVED  
SEMINOLE COUNTY  
127703

RECORDED & VERIFIED  
1997 JUN 20 9 07

2

ANY DEFAULT in any mortgage act, 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 Mortgagee 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

AND the Mortgagee 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 to determine and be null and void.

AND the Mortgagee 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, maintain or suffer no waste, impairment or deterioration of said land or the improvements 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 Mortgagee to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either. In the event the Mortgagee fails to pay when due any such 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 Mortgagee, and said land is not sold, leased, granted or encumbered.

*Handwritten initials: B.S.*

OFFICIAL RECORDS  
BOOK 3329 0194  
SEMINOLE CO. FL

11/20/07  
11/20/07

Should the land herein covered be sold, leased or otherwise disposed of for any (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Santa Clara County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Twenty Five Hundred Dollars and 00/100th (\$25.00)** to Mortgagee in full, less any available forgiveness as provided in the respective provisions of the Federal regulations in effect at the time of default.

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 this day and year first above written.

*[Signature]*  
 Print Name: John Gonzalez

*[Signature]*  
 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

*[Signature]* 11/14/97  
 Print Name: Kenneth R. Stach Good

*[Signature]* 11/14/97  
 Print Name: Gerald A. Good

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OFFICIAL RECORDS  
 BOOK 3929 PAGE 0195  
 THE WHOLE CO. FL

Not a Certified Copy

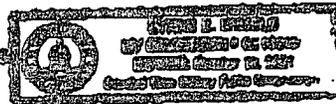
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of SEPTEMBER, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared RAYMOND L. STUEHL-GRUB  
and SHARON A. STUEHL who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced current Arkansas Licenses as identification and who  
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



3329 0196  
SEMINOLE CO. FL  
ORIGINAL RECORDS  
BOOK 31, P. 2

This is not a certified copy

OFFICIAL RECORDS  
BOOK 3329 PAGE 0197  
SEMIWALK CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 5, OF BLOCK C, WHITE GORGEOUS TERRACE SECTION 6, OF  
UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT  
BOOK 17, PAGE 32, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.

*A.A.*

*This is not a certified copy*

5 of 5

Seminole County Homeownership Assistance Program

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: 31,500.00

3329 0190  
SEMI-ANNUAL  
OFFICIAL RECORDS  
BOOK

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 on the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payments 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 loans 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 principal shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the repayment provisions of the Federal Regulations in effect at the time of default.

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

RETAIL BANKING

Fax:4076282737

Jun 7 2005 15:28

P.08

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 420.913(1) AND 199.185(1)(c), FLORIDA STATUTES

This instrument was prepared by: AMERICA'S BUSINESS DEVELOPMENT  
2512 S. WASHINGTON AVENUE  
MIAMI, FLORIDA 33133  
AND S. W. WALKER  
CASPER COUNTY, AL. 36027

OFFICIAL RECORDS  
BOOK  
3329 0199  
SEMINOLE CO. FL

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 repayment 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 less 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 herein whether maker or endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether and to be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, action shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "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 on the day and year first above written.

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name: Karman R. Singh-Goad

\_\_\_\_\_

\_\_\_\_\_

Print Name: Gerald A. Goad

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEMINOLE CO. FL

3329 0200

OFFICIAL RECORDS  
BOOK

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 7th day of NOVEMBER, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared KARMAN R. SINGH-GOAD and GERALD A. GOAD who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A current drivers license as identification and who did/did not take an oath.

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

Name:  
Notary Public  
Serial Number  
Commission Expires:



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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 4, 1996 and recorded in Official Records Book 3155, Pages 0869 through and including 0873, 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 4, 1996, and recorded in the Official Records Book 3155, Pages 0874 through and including 0876, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 4, 1996, recorded in Official Records Book 3155, Pages 0877 through and including 0879, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 709 Benedict Way, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 37, BLOCK A, SUMMERSET NORTH SECTION 3, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 76  
AND 77 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 16-21-30-513-0A00-0370

(the "Property,") were made by **Juan T. Serrano and Jessica Serrano**, 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 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 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 \_\_\_\_\_, 2005.

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  
7/13/05  
satisfaction-Serrano 2

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1428 407-665-7808</p>																																									
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 16-21-30-513-0A00-0370      Tax District: C1-CASSELBERRY</p> <p>Owner: SERRANO JUAN T &amp; JESSICA      Exemptions: 00-HOMESTEAD</p> <p>Address: 709 BENEDICT WAY</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 709 BENEDICT WAY CASSELBERRY 32707</p> <p>Subdivision Name: SUMMERSET NORTH SEC 3</p> <p>Dor: 01-SINGLE FAMILY</p>	<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$75,565</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$14,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$89,565</p> <p>Assessed Value (SOH): \$58,846</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$33,846</p> <p>Tax Estimator</p>																																								
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>11/1996</td> <td>03155</td> <td>0859</td> <td>\$65,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1980</td> <td>01303</td> <td>1438</td> <td>\$42,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1978</td> <td>01176</td> <td>1570</td> <td>\$28,300</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	11/1996	03155	0859	\$65,000	Improved	WARRANTY DEED	10/1980	01303	1438	\$42,000	Improved	WARRANTY DEED	06/1978	01176	1570	\$28,300	Improved	<p><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$1,095</p> <p>2004 Tax Bill Amount: \$615</p> <p>Save Our Homes (SOH) Savings: \$480</p> <p>2004 Taxable Value: \$32,132</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																
Deed	Date	Book	Page	Amount	Vac/Imp																																				
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<p align="center"><b>LAND</b></p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>14,000.00</td> <td>\$14,000</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	14,000.00	\$14,000	<p align="center"><b>LEGAL DESCRIPTION PLAT</b></p> <p>LEG LOT 37 BLK A SUMMERSET NORTH SEC 3 PB 15 PG 77</p>																												
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																				
LOT	0	0	1.000	14,000.00	\$14,000																																				
<p align="center"><b>BUILDING INFORMATION</b></p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Bld</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1971</td> <td>3</td> <td>975</td> <td>1,338</td> <td>975</td> <td>CONC BLOCK</td> <td>\$75,565</td> <td>\$89,426</td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>OPEN PORCH FINISHED / 88</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Appendage / Sqft</td> <td></td> <td>BASE SEMI FINISHED / 275</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1971	3	975	1,338	975	CONC BLOCK	\$75,565	\$89,426		Appendage / Sqft		OPEN PORCH FINISHED / 88								Appendage / Sqft		BASE SEMI FINISHED / 275						
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911027

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

96 NOV -7 AM 10:20

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4:50

Seminole County Homeownership Assistance Program



### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 4th day of November 1996 by and between Juan T. Serrano and Rebecca Serrano, husband and wife, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee".  
\* & wife

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, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD (THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land to the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A 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 199.186(1)(d), FLORIDA STATUTES

This instrument was prepared by and return to:  
Ernie L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4550 South Highway 17-92  
Geeshbarry, FL 32707

11-06-96 TO: 96-4886

DEPARTMENT TITLE INS  
CASE NO. 96-109-A  
SANFORD, FL 32707

16 FORM 600 (1-79)

3/12/96

OFFICE OF THE  
BOOK  
SEMINOLE CO. FL  
3155 0869

33  
4:50

Seaside County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure 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 Mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage 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 BOOK 3155 0810 SEMINOLE CO. FL





*Seminole County Homeownership Assistance Program*



*This is not a certified copy*

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 37, Block A, SUMMERSET NORTH, SECTION 3, according to the Plat thereof as recorded in Plat Book 15, Pages 75 and 77, of the Public Records of Seminole County, Florida

OFFICIAL RECORDS  
BOOK 3155 PAGE 0873  
SEMINOLE CO. FL





*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 and Return To: Elaine L. Barlow, SHIP Program Coord., Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, FL 32707

*Official Records*

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

9155 0875  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program



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

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

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

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

Print Name: Juan T. Serrano

Print Name: Juan T. Serrano

Print Name: Carolina Hernandez

Print Name: Jessica Serrano

Print Name: \_\_\_\_\_

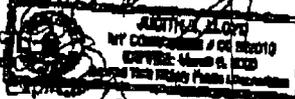
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 5th day of November, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUAN T. SERRANO and JESSICA SERRANO 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 Pl. 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.

Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_



OFFICIAL RECORDS  
BOOK 3155 PAGE 0876  
SEMINOLE CO. FL

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 27, 1995 and recorded in Official Records Book 2988, Pages 0213 through and including 0217, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated October 27, 1995, and recorded in the Official Records Book 2988, Pages 0218 through and including 0220, Public Records of Seminole County, Florida, which encumbered the property located at 216 Kelly Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 2, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 12-20-30-511-0000-0020

(the "Property,") were made by **Franklin E. Hershner and Elizabeth L. Hershner** (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 thirty (30) years from the date of the Mortgage and the Note; and

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

**WHEREAS**, the Owners did maintain the Property as their residence for at least nine (9) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2005.

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

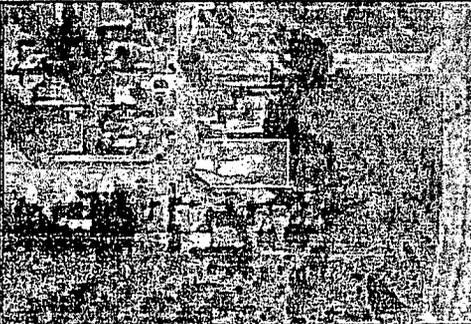
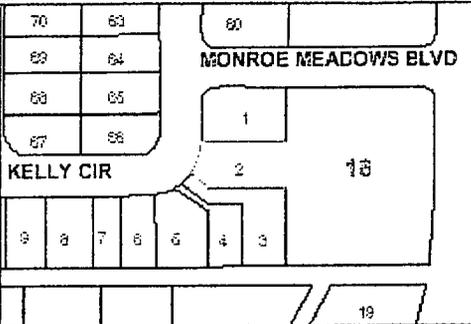
Date: \_\_\_\_\_

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  
7/11/05  
satisfaction-Hershner

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1422 407-885-7506</p>																																									
	<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$95,533</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$18,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$113,533</p> <p>Assessed Value (SOH): \$81,223</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$56,223</p> <p>Tax Estimator</p>																																								
<p><b>GENERAL</b></p> <p>Parcel Id: 12-20-30-511-0000-0020      Tax District: S1-SANFORD</p> <p>Owner: HERSHNER FRANKLIN E      Exemptions: 00-HOMESTEAD</p> <p>Address: 216 KELLY CIR</p> <p>City,State,ZipCode: SANFORD FL 32773</p> <p>Property Address: 216 KELLY CIR SANFORD 32773</p> <p>Subdivision Name: MONROE MEADOWS</p> <p>Dor: 01-SINGLE FAMILY</p>	<p><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$1,597</p> <p>2004 Tax Bill Amount: \$1,104</p> <p>Save Our Homes (SOH) Savings: \$493</p> <p>2004 Taxable Value: \$53,857</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																								
<p><b>SALES</b></p> <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>QUIT CLAIM DEED</td> <td>10/2002</td> <td>04682</td> <td>0995</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1995</td> <td>02988</td> <td>0202</td> <td>\$84,100</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	QUIT CLAIM DEED	10/2002	04682	0995	\$100	Improved	WARRANTY DEED	10/1995	02988	0202	\$84,100	Improved	<p><b>LAND</b></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>18,000.00</td> <td>\$18,000</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	18,000.00	\$18,000										
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MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

767941

95 NOV -2 AM 11:12

*Seminole County Homeownership Assistance Program*



### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 21<sup>st</sup> day of October 1995 by and between Franklin E. Hershner and Elizabeth L. Hershner 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 (\$ 3,000.00 ) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A 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:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of  
4590 S. Hwy 17-92 Commerce  
Casselberry, FL 32707  
AFTER RECORDING, RETURN TO:  
Robert F. Heenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First Street  
Sanford, FL 32771

33  
10

95010616 ADP

RETURN TO:  
LANDSAFE TITLE

61

7993  
SEMINOLE CO. FL  
0213  
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 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

0998 0214  
SEMINOLE CO., FL.  
OFFICIAL RECORDS  
BOOK PAGE

Seminole County Homeownership Assistance Program



OFFICIAL RECORDS  
BOOK PAGE

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            dollars (\$) 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 and presents this day and year first above written.

[Signature]  
Print Name: DARLENE DIVITA

[Signature]  
Print Name: Franklin E. Hershner

[Signature]  
Print Name: LINDA WORD

[Signature]  
Print Name: Elizabeth L. Hershner

Print Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

216 KELLY CIRCLE  
SENECA, FL 32773

Handwritten: "True Copy"



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27TH day of October, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Franklin E. Hershner  
and Elizabeth L. Hershner, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced a drivers license as identification and we did  
did not take an oath.

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

Name: DARLENE DIVER  
Notary Public  
Serial Number CC478142  
Commission Expires: July 5, 1999



*Not a certified copy*

OFFICIAL RECORDS  
PAGE  
BOOK  
0989  
0216  
SEMINOLE



OFFICIAL RECORDS  
BOOK PAGE  
0988 0217  
SEMINOLE CO. FL.

EXHIBIT 'A'  
LEGAL DESCRIPTION

Lot 2, ~~Block 48~~ ~~Tracts~~, according to the Plat thereof as recorded in  
Plat Book 48, Pages 16 and 17, of the Public Records of Seminole County,  
Florida.

This is not a certified copy



038 0218  
SEMINOLE CO. FL.

OFFICIAL RECORDS  
BOOK  
PAGE

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT \$3,000.00

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, in order, the manner hereinafter specified, the sum of Three Thousand and no/100ths (\$3,000.00). 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 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:

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:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of  
4590 S. Hwy 17-92 Commerce  
Casselberry, FL 32707

AFTER RECORDING, RETURN TO:  
Robert F. Heenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First St., Sanford, FL 32771

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.

970  
SEMINOLE  
CO., FL.  
0219  
OFFICIAL RECORDS  
BOOK  
PAGE

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.

witness \_\_\_\_\_

Print Name: Doreen Daulton

witness \_\_\_\_\_

Print Name: LINDA WORD

Franklin E. Hershner

Print Name: Franklin E. Hershner

Elizabeth L. Hershner

Print Name: Elizabeth L. Hershner

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Franklin E. Hershner and Elizabeth L. Hershner, 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 not take an oath.

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

Name: Doreen Daulton  
Notary Public  
Serial Number CC02142  
Commission Expires: July 5, 1999

OFFICIAL RECORDS  
BOOK 0220  
PAGE 0220  
SEMINOLE CO. FL.



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 November 21, 1997 and recorded in Official Records Book 3336, Pages 1151 through and including 1155 and rerecorded in Official Records Book 3350, Pages 0354 through and including 0358, 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 21, 1997, and recorded in the Official Records Book 3350, Pages 0359 through and including 0361, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 4, 1997, recorded in Official Records Book 3350, Pages 0362 through and including 0364, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 200 Briarcliff Drive, Longwood, Florida 32779, the legal description and parcel identification for which are as follows:

LOT 10, BLOCK C, GOLF VIEW ESTATES, SECTION OF MEREDITH MANOR UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 03-21-29-504-0C00-0100

(the "Property,") were made by **Harry Nieves and Teresa Nieves**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

**WHEREAS**, the 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Nieves

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7505</p>		
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**GENERAL**

Parcel id: 03-21-29-504-0C00-0100      Tax District: 01-COUNTY-TX DIST 1

Owner: NIEVES HARRY      Exemptions: 00-HOMESTEAD

Address: 200 BRIARCLIFF DR

City,State,ZipCode: LONGWOOD FL 32779

Property Address: 200 BRIARCLIFF DR LONGWOOD 32779

Subdivision Name: MEREDITH MANOR GOLF VIEW ESTATES SECTION

Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market

Number of Buildings: 1

Depreciated Bldg Value: \$92,105

Depreciated EXFT Value: \$1,574

Land Value (Market): \$23,500

Land Value Ag: \$0

Just/Market Value: \$117,179

Assessed Value (SOH): \$74,284

Exempt Value: \$25,000

Taxable Value: \$49,284

Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	11/1997	03336	1142	\$69,000	Improved
WARRANTY DEED	06/1983	01472	0381	\$11,800	Improved
WARRANTY DEED	04/1980	01276	0992	\$46,200	Improved
SPECIAL WARRANTY DEED	01/1975	01042	0016	\$29,900	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

Tax Value(without SOH): \$1,199

2004 Tax Bill Amount: \$796

Save Our Homes (SOH) Savings: \$403

2004 Taxable Value: \$47,120

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	23,500.00	\$23,500

**LEGAL DESCRIPTION PLAT**

LEG LOT 10 BLK C GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT 1

PB 13 PG 20

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1973	6	1,110	1,508	1,110	CONC BLOCK	\$92,105	\$107,099
			Appendage / Sqft	OPEN PORCH FINISHED / 8					
			Appendage / Sqft	ENCLOSED PORCH FINISHED / 390					

**EXTRA FEATURE**

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM GLASS PORCH	1973	240	\$1,344	\$3,360
ALUM UTILITY BLDG NO FLOOR	1973	144	\$230	\$576

**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.

334.50

Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 21st day of NOVEMBER 1997 by and between Harry and Teresa Nievec, 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."

(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:

1 A valid purchase money First Mortgage approved by Mortgagee.

2 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 N. HWY 17-92 CASSEL HERRY, FL 32707

1 of 5

THIS DOCUMENT IS BEING RERECORDED TO ADD THE MORTGAGE NOTE.

RECORD TO: SHERIFF'S OFFICE 240 SOUTH W. 10 3-26P-CB 3

RECORDED & VERIFIED

1998 JUN 11 PM 2:05

MARY ANN WATSON CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL

OFFICIAL RECORDS BOOK 3336 PAGE 1151 SEMINOLE CO. FL

MARSHALL WATSON CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL 1997 DEC 11 PM 4:42

RECORDED & VERIFIED 1997 DEC -5 PM 1:37

OFFICIAL RECORDS BOOK 3336 PAGE 0354 SEMINOLE CO. FL

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 on 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 Not 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 RECORDS  
BOOK  
3336 1152  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK  
3350 0355  
SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **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.

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.

*Connie Ball Byers*  
 \_\_\_\_\_  
 Print Name:

*Mary C. Co...*  
 \_\_\_\_\_  
 Print Name:

\_\_\_\_\_  
 Print Name:

\_\_\_\_\_  
 Print Name:

*Harry Nieves*  
 \_\_\_\_\_  
 Print Name: Harry Nieves

*Teresa Fuentes Nieves*  
 \_\_\_\_\_  
 TERESA FUENTES NIEVES  
 Print Name: *Teresa Nieves*

\_\_\_\_\_  
 Print Name:

\_\_\_\_\_  
 Print Name:

OFFICIAL RECORDS  
 BOOK 3336 PAGE 153  
 SEMINOLE CO. FL

OFFICIAL RECORDS  
 BOOK 3350 PAGE 0356  
 SEMINOLE CO. FL

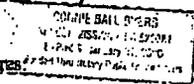
Certified copy

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of November, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared HARRY NIEVES  
and GERESA FUENTES NIEVES, 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 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



OFFICIAL RECORDS  
BOOK PAGE  
3336 1154  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK PAGE  
3350 0357  
SEMINOLE CO. FL

*This is not a certified copy*

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 10, Block C, GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT I, according to the plat thereof as recorded in Plat Book 13, Page 20, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS  
BOOK 3336 1155  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK 3350 0358  
SEMINOLE CO. FL

This is not a certified copy

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:

\_\_\_\_\_

OFFICIAL RECORDS  
BOOK  
3350 0359  
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.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF 4520 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  
2005  
3350 0360  
SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth herein 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.

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:

Connie Ball Byers

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of November, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY NIEVES and TERESA FUENTES NIEVES, 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 LICENSE as identification and who did/did not take an oath.

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

Connie Ball Byers  
Name: CONNIE BALL BYERS  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Print Name: Harry Nieves

Print Name: Teresa Nieves

Print Name: TERESA FUENTES NIEVES

Print Name:

OFFICIAL RECORDS  
5004  
2250 0361  
SEMINOLE CO., FL.

1342.00

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS ROOM 3350 0362 SEMINOLE CO. FL

Applicant(s): Nieves, Harry Property Address: 200 Briarcliff Dr., Longwood, FL 32750

This Agreement is entered into this 4th day of November, 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 Harry Nieves, a married man,

(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 subcontract 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 subcontract 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 a value 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.

8622086 003 8322086  
SUNBELT TITLE AGENCY  
240 CROWN OAK CENTRE DRIVE  
LONGWOOD, FL 32750 LN-103266P-CB

MARKYANNE MORSE  
CLERK OF COUNTY RECORDS  
SEMINOLE COUNTY, FLORIDA

RECORDED & VERIFIED

1998 JAN 14 3 22 PM

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 the guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

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

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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

3350 0363  
SEMIHOLE CO. FL  
OFFICIAL RECORDS  
BOOK

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 10 ten (10), 20 twenty (20) or 30 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.

3350  
0264  
OFFICIAL RECORDS  
BOOK  
SEMINOLE COUNTY FL

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Mercedes

Gary E. Kaiser, County Manager

Date: 11/12/97

WITNESSES AS TO HOMEBUYER(S):

[Signature]

HOMEBUYER

[Signature]  
[Signature]

Date: 11/14/97

NOTARY AS TO HOMEBUYER(S):  
STATE OF FLORIDA )  
COUNTY OF Seminole )

[Signature]  
[Signature]  
Date: 11/14/97  
[Signature]  
[Signature]

The foregoing instrument was acknowledged before me this 4th day of November 1997, by HARRY NIEVES who is personally known to me or who has produced Florida Driver's License as identification.

[Signature]  
Print Name Amy L. Goodrich

Notary Public in and for the County and State Aforementioned

My commission expires: 2-1-98



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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 20, 1995 and recorded in Official Records Book 2983, Pages 1833 through and including 1837, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), recorded in the Official Records Book 2983, Pages 1838 through and including 1840, Public Records of Seminole County, Florida, which encumbered the property located at 500 San Gabriel Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 140, DEERSONG 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGE 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-539-0000-1400

(the "Property,") were made by **Jerry Garrett and Cynthia Garrett**, 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 did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Garrett

**PARCEL DETAIL**

DAVID JOHNSON, CFA, ASA  
**PROPERTY APPRAISER**  
 SEMINOLE COUNTY FL  
 1101 E. FIRST ST  
 SANFORD, FL 32771-1468  
 407-665-7508

**GENERAL**

Parcel Id: 34-20-30-539-0000-1400      Tax District: W1-WINTER SPRINGS  
 Owner: GARRETT JERRY & CYNTHIA      Exemptions: 00-HOMESTEAD  
 Address: 500 SAN GABRIEL CT  
 City,State,ZipCode: WINTER SPRINGS FL 32708  
 Property Address: 500 SAN GABRIEL CT WINTER SPRINGS 32708  
 Subdivision Name: DEERSONG 3  
 Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market  
 Number of Buildings: 1  
 Depreciated Bldg Value: \$71,419  
 Depreciated EXFT Value: \$714  
 Land Value (Market): \$17,000  
 Land Value Ag: \$0  
 Just/Market Value: \$89,133  
 Assessed Value (SOH): \$62,163  
 Exempt Value: \$25,000  
 Taxable Value: \$37,163  
 Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	10/1995	02983	1821	\$61,900	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

Tax Value(without SOH): \$1,024  
 2004 Tax Bill Amount: \$661  
 Save Our Homes (SOH) Savings: \$363  
 2004 Taxable Value: \$35,352  
 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	17,000.00	\$17,000

**LEGAL DESCRIPTION PLAT**

LOT 140 DEERSONG 3 PB 49 PG 64

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1995	6	1,105	1,152	1,105	WD/STUCCO FINISH	\$71,419	\$74,395
	Appendage / Sqft		OPEN PORCH FINISHED / 17						
	Appendage / Sqft		UTILITY FINISHED / 30						

**EXTRA FEATURE**

Description	Year Bld	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CONC FL	1996	120	\$714	\$1,020

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.

3914

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

95 OCT 24 AM 10:53

764411



Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
27th day of October 1995 by and between Jerry Garrett  
and ~~Jerry Garrett~~ referred to as the "Mortgagor" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whereas the deed 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 (\$7,500.00), hereinafter described, the Mortgagor hereby grants,  
conveys, sells, alien, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz:

**SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN**

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is 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  
as 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 whatsoever, and that said land is  
free and 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 199.122(1)(c),  
FLORIDA STATUTES**

This instrument was prepared by:  
W Elaine Garlow, SHIP Funds Coord.  
c/o Seminole County Chamber  
4390 S. Hwy 17-92  
Casselberry, FL 32707  
of Cassese

AFTER RECORDING, RETURN TO:  
Robert P. Neenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First Street  
Sanford, FL 32771

OFFICIAL RECORDS  
BOOK 1833  
PAGE 1833  
SEMINOLE CO. FL

3905405

Return to: First American Title Insurance Company  
18 North Street, St. George, Florida, FL 32091



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 Mortgagee shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagee 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, terminate and be null and void.

AND the Mortgagee hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or other, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, 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 life searches, reasonably incurred by said by the Mortgagee because of the failure of the Mortgagee to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or other; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or other. In the event the Mortgagee fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and the Second Mortgage, or other, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and the 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

9993 1834  
SEMI-ANNUAL CO  
OFFICIAL RECORDS  
BOOK PAGE

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) X five (5) years        twenty (20) years or        thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be repaid in full and a release filed in the public records of Seminole County, Florida. Should the aforementioned provision be violated, a default shall be declared and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X FIVE (5) YEARS,        TWENTY (20) YEARS OR        THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Seventy Five Hundred 00/100 Dollars (\$ 7,500.00 ) 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.

2983 1835  
OFFICIAL RECORDS  
BOOK PAGE

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

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

[Signature]  
Print Name: JOY GARRETT

[Signature]  
Print Name: Jerry Garrett

[Signature]  
Print Name: Debra J. Baker

[Signature]  
Print Name: Cynthia Garrett

Print Name: \_\_\_\_\_

Mortgage: 500 San Gabriel Court  
Winter Springs, Florida 32708

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Unfiled copy



STATE OF FLORIDA  
COUNTY OF SEMINOLE CRANEE

I HEREBY CERTIFY that on this 20th day of October, 1995  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Jerry Garrett  
and Cynthia Garrett, 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 LICENSES as identification and who did  
not take an oath.

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

OFFICIAL RECORDS  
BOOK PAGE  
2983 1836  
SEMINOLE CO. FL.

*[Signature]*  
Name: JOHDA J. SELLERS  
Notary Public  
Serial Number  
Commission Expires



Not a certified copy



This is Not a certified copy

EXHIBIT 'A'  
LEGAL DESCRIPTION

OFFICIAL RECORDS  
BOOK PAGE  
2983 1037  
SEMINOLE CO. FL.

Lot 146, ~~Block 1~~ according to the Plat thereof as recorded in Plat Book  
69, Page 64 of the Public Records of Seminole County, Florida.

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT \$7,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promise to pay Seminole County ("The County"), a political subdivision of the State of Florida, or ~~or~~ the manner hereinafter specified, the sum of Seventy Five Hundred & 00/100 (\$7,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East Palm St., 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  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)  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:



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 199.195(1)(d), FLORIDA STATUTES

This instrument was prepared by: Elaine L. Barlow, SHIP Funds Coord. c/o Greater Seminole County Chamber of Commerce 4590 S. Hwy 17-92 Casselberry, FL 32707  
AFTER RECORDING, RETURNS TO: Robert F. Heenan, Program Monitor c/o Seminole County Govt. Serv. Bldg. 710 East First St. Sanford, FL 32771

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.

OFFICIAL RECORDS  
BOOK 2983  
PAGE 1839  
SEMINOLE CO. FILE

Sevier 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 Mortgagee has hereunto signed and sealed these presents the day and year first above written.

Witness

Print Name: JOHN SELLERS

Witness

Print Name: Deba T. Baker

Print Name: Jerry Garrett

Print Name: Cynthia Garrett

Address: 500 San Gabriel Court  
Winter Springs, Florida 32709

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ~~SEVIER~~ ORANGE

I HEREBY CERTIFY that on this \_\_\_\_\_ day of October, 1995, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jerry Garrett and Cynthia Garrett, 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 Licenses as identification and who did not take an oath.

WITNESSED by me, \_\_\_\_\_, official seal in the County and State last aforesaid.



Name: John Sellers  
Notary Public  
Seal Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

2983  
1840  
OFFICIAL RECORDS  
PAGE

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 March 29, 1996 and recorded in Official Records Book 3054, Pages 0073 through and including 0077, 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 March 29, 1995 and recorded in the Official Records Book 3054, Pages 0078 through and including 0080, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 14, 1996, recorded in Official Records Book 3054, Pages 0081 through and including 0084, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 212 Cannon Way, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 25, BLOCK 4, HEFTLER HOMES ORLANDO SECTION ONE  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
13, PAGES 5 AND 6 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification No.: 21-21-30-501-0400-0250

(the "Property,") were made by **Jennifer L. Milligan**, 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 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 Owner did maintain the Property as her residence for at least nine (9) 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Jennifer Milligan

<b>PARCEL DETAIL</b>  DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>  SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505																																																																	
<b>GENERAL</b>  Parcel Id: 21-21-30-501-0400-0250      Tax District: C1-CASSELBERRY  Owner: MILLIGAN JENNIFER L      Exemptions: 00-HOMESTEAD  Address: 212 CANNON WAY City,State,ZipCode: CASSELBERRY FL 32707 Property Address: 212 CANNON WAY CASSELBERRY 32707 Subdivision Name: HEFTLER HOMES ORLANDO SEC ONE Dor: 01-SINGLE FAMILY		<b>2005 WORKING VALUE SUMMARY</b>  Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$74,867 Depreciated EXFT Value: \$4,824 Land Value (Market): \$14,000 Land Value Ag: \$0 Just/Market Value: \$93,691 Assessed Value (SOH): \$58,497 Exempt Value: \$25,000 Taxable Value: \$33,497  Tax Estimator																																																															
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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.																																																																	

49.60

VIVIAN MURSE  
CLERK OF CIRCUIT COURT

RECORDED & VERIFIED

825315

26 APR -3 A.M. 8:57



Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

SOUTHEAST TITLE GROUP, INC.  
1028 S. Seminole Blvd.  
Bldg. 1, Suite 1023  
Winter Park, FL 32782  
904-0304

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29th day of March 1966 by and between Jennifer E. Milligan, a single person and n/a hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

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, aliena, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.125(1)(c), FLORIDA STATUTES

This instrument was prepared by:  
Sharon Self  
4520 E. Highway 17-22  
Cassiberry, FL 32707

7154  
0073  
SEMINOLE  
FL  
OFFICIAL RECORDS  
BOOK  
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Sevier County Homeownership Assistance Program



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

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

3254 0076  
OFFICIAL RECORDS  
BOOK PAGE  
SEVIER CO. FL

\*\*\*\*\*



Seminole County Homeownership Assistance Program



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of March, 1996  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Jennifer Lynn Milligan, a single  
and s/a who executed the foregoing instrument and who  
acknowledge before me that he/hath/they executed the same and are personally known  
to me or have produced her 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.

*May Louise Lanco*

Name: May Louise Lanco  
Notary Public  
Serial Number CC 384383  
Commission Expires:



9054-0076  
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*Seminole County Homeownership Assistance Program*



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3054 0077  
SEMINOLE CO. FL

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

Lot 25, Block 4, NEPTUNE HOMES ORLANDO SECTION, according to the Plat thereof as recorded in Plat Book 13, Pages 5 and 6, Public Records of Seminole County, Florida.

Prepared by:  
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.  
c/o Greater Seminole County Chamber of Commerce  
4590 South Highway 17-82  
Casselberry, FL 32707

(27704355872)

Seminole County Homeownership Assistance Program



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0078

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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:

\_\_\_\_\_

\_\_\_\_\_  
[Illegible]

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 199.186(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
Sharon Self  
3500 S Highway 17-92A  
Casselberry, FL 32709

3054  
SEMINOLE CO. FL  
0079

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1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program



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

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

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

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

Deborah Johnson

Print Name: Deborah Johnson

Jennifer Lynn Milligan

Print Name: Jennifer L. Milligan  
212 Cannon Way, Casselberry, FL 32707

May Louise Lance

Print Name: May Louise Lance

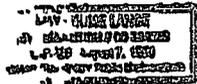
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of March, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jennifer Lynn Milligan, a single 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 not take an oath.

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



May Louise Lance  
Name: MAY LOUISE LANCE  
Notary Public  
Serial Number cc 384383  
Commission Expires:

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3054 0080  
SEMINOLE CO. FL.

Prepared by:  
Eugene L. Barlow/S.H.P./HOAE Homeownership Assistance Coord.  
c/o Greater Seminole County Chamber of Commerce  
4660 South Highway 17-92  
Casselberry, FL 32707

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Jennifer L. Milligan
Property Address: 212 Cannon Way Casselberry, Fl 32707

3054 1008 SEMINOLE CO. FL OFFICIAL RECORDS BOOK PAGE

This Agreement is entered into this 18th 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 Jennifer L. Milligan (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. 12791 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 subcontract organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements 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 isolated 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 isolated 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 subcontractor 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.

Print name of borrower

60

RFP232

3/14/96

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 M. 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/created 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 rules has been provided and unit evaluated for lead-based paint abatement.)
  - 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 12872 - 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 HOMEZ 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

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3054 0082  
SEMINOLE CO. FL

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 disposed of the acquired 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 thirty (30) years, as applicable.

6. 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.

WITNESSES:

Mary Ann Mataris  
Mary Ann Mataris

SEMINOLE COUNTY, FLORIDA

J. Kevin Brown  
Deputy Manager  
Date: 3/28/96

WITNESSES

Sharon Self  
Sharon Self

Jennifer Lynn Hilligan  
Homebuyer  
Date: 3/12/96

STATE OF Florida )  
COUNTY OF Seminole ) NOTARY SECTION FOR JENNIFER LYNN HILLIGAN ONLY  
SEE ATTACHED FOR SEPARATE NOTARY PAGE

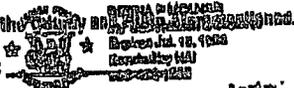
The foregoing instrument was acknowledged before me this 14th day of March 1996 by Jennifer Lynn Hilligan who is personally known to me or who is produced by DL as identification.

Dawn P. Malnar

Print Name Dawn P. Malnar

Notary Public in and for the State of Florida

My commission expires:



Prepared by:  
Elaine L. Bartow/S.H.I.P./HOME Downpayment Assistance Coord.  
c/o Greater Seminole County Chamber of Commerce  
4520 South Highway 17-92 62  
Casselberry, FL 32707

OFFICIAL RECORDS  
BOOK PAGE  
SEMINOLE CO. FL.  
0083

Endred

NOTARY FOR J. KEVIN GRACE ONLY

STATE OF FLORIDA

COUNTY OF SEMINOLE

SHOWN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF MARCH, 1996  
PERSONALLY APPEARED J. KEVIN GRACE, DEPUTY COUNTY MANAGER,  
WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

*Mary Veru Mantzaris*  
NOTARY PUBLIC--MARY VERU MANTZARIS

COMMISSION EXPIRATION:



MARY VERU MANTZARIS  
BY DEPUTY / CLERK / CLERK  
NOTARY PUBLIC  
SEMINOLE COUNTY, FLORIDA

OFFICIAL RECORD  
BOOK PAGE  
3054 0084  
SEMINOLE CO. FL.

63

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 January 22, 1999 and recorded in Official Records Book 3586, Pages 1026 through and including 1030, 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 January 22, 1999 and recorded in the Official Records Book 3586, Pages 1031 through and including 1033, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 5, 1999, recorded in Official Records Book 3586, Pages 1034 through and including 1036, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 117 Country Club Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 7, BLOCK E, COUNTRY CLUB MANOR UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 35-19-30-520-0E00-0070

(the "Property,") were made by **Christopher M. Ward and Monica M. Ward**, 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 six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Ward2

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1458 407-665-7505</p>		
---	--	--

**GENERAL**

Parcel Id: 35-19-30-520-0E00-0070      Tax District: S1-SANFORD

Owner: WARD CHRISTOPHER M      Exemptions: 00-HOMESTEAD

Address: 117 COUNTRY CLUB DR

City,State,ZipCode: SANFORD FL 32771

Property Address: 117 COUNTRY CLUB DR SANFORD 32771

Subdivision Name: COUNTRY CLUB MANOR UNIT 1

Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market

Number of Buildings: 1

Depreciated Bldg Value: \$58,134

Depreciated EXFT Value: \$8,456

Land Value (Market): \$17,000

Land Value Ag: \$0

Just/Market Value: \$83,590

Assessed Value (SOH): \$61,541

Exempt Value: \$25,000

Taxable Value: \$36,541

Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	01/1999	03586	1019	\$59,000	Improved
SPECIAL WARRANTY DEED	12/1998	03555	1877	\$47,000	Improved
SPECIAL WARRANTY DEED	08/1998	03495	1344	\$100	Improved
CERTIFICATE OF TITLE	08/1998	03489	1311	\$62,300	Improved
WARRANTY DEED	08/1996	03126	1797	\$52,000	Improved
WARRANTY DEED	04/1980	01277	0771	\$20,000	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

Tax Value(without SOH): \$942

2004 Tax Bill Amount: \$712

Save Our Homes (SOH) Savings: \$230

2004 Taxable Value: \$34,749

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	17,000.00	\$17,000

**LEGAL DESCRIPTION PLAT**

LEG LOT 7 BLK E COUNTRY CLUB MANOR UNIT 1 PB 11 PG 35

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1958	3	720	1,378	885	CONC BLOCK	\$58,134	\$79,636
	Appendage / Sqft			BASE / 165					
	Appendage / Sqft			UTILITY UNFINISHED / 60					
	Appendage / Sqft			OPEN PORCH FINISHED / 169					
	Appendage / Sqft			BASE SEMI FINISHED / 209					
	Appendage / Sqft			UTILITY UNFINISHED / 55					

**EXTRA FEATURE**

Description	Year Bld	Units	EXFT Value	Est. Cost New
POOL GUNITE	1987	450	\$4,950	\$9,000
SCREEN ENCLOSURE	1987	1,969	\$1,575	\$3,938
COOL DECK PATIO	1987	711	\$1,369	\$2,489
ALUM PORCH W/CONC FL	1987	216	\$562	\$1,404

**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.

33  
4.50

Seminole County Homeownership Assistance Program

3

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 22<sup>nd</sup> day of January 1997 by and between Christopher M. & Monica M. Ward, husband & 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."

JEFFUCIA. RECORDS  
BOOK PAGE  
3586 1026  
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.)

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 (\$10,000.00), 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.:

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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
326886

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:

SEMINOLE COUNTY FL  
RECORDED & VERIFIED  
92 FEB -1, PM 2:00

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 410.51(1) AND 199.183(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.L.P. HOMEOWNER ASSISTANCE  
PROGRAM - ATTN: SHARON BELL  
4801 HWY 1702  
CASSELBERRY, FL 32007

7/23/97  
02:02:03.dts

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.

3586 1027  
 SEMINOLE CO. FL  
 PUBLIC RECORDS  
 BOOK PAGE

713977  
 05/27/05 10:24

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Ten Thousand dollars and 00/100(\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

OFFICIAL RECORDS  
ROOM  
PAGE  
3586 1028  
SEMINOLE CO. FL

*Jud Foret*  
Print Name:  
JUD FORET

*Christopher M. Ward*  
Print Name: Christopher M. Ward  
*Monica M. Ward*

Print Name:  
*Wynne R. Keeling*  
Print Name: Wynne R. Keeling

Print Name: Monica M. Ward  
\_\_\_\_\_  
Print Name:  
\_\_\_\_\_

Print Name:  
\_\_\_\_\_

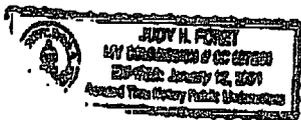
Print Name:  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of January, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared CHRISTOPHER M. WARD AND  
and ROSELA M. WARD, 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:



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BOOK PAGE  
3586 1029  
SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 7, BLOCK B, COUNTRY CLUB MANOR UNIT I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK 3586 PAGE 1030  
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such 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 3586  
PAGE 1031  
SEMINOLE CO. FL

7/29/07  
corrected due

**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:  
ALTER RECORDING RETURN TO:  
S.H.P. HOMEOWNER ASSISTANCE  
EDDIBAM - ATTOR: SHARON SELF  
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.

OFFICIAL: REC. PROS  
 BOOK PAGE  
 3586 1032  
 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.

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.

Judy F. Port  
Print Name: Judy F. Port  
Notary Public  
Professional Notary

Christopher M. Ward  
Print Name: Christopher M. Ward

Monica M. Ward  
Print Name: Monica M. Ward

Print Name:  
\_\_\_\_\_  
Print Name:  
\_\_\_\_\_  
Print Name:  
\_\_\_\_\_

Print Name:  
\_\_\_\_\_  
Print Name:  
\_\_\_\_\_  
Print Name:  
\_\_\_\_\_

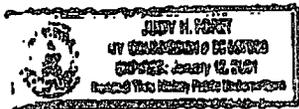
OFFICIAL RECORDS  
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SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of July, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHRISTOPHER M. WARD and MONICA M. WARD, 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 F. Port  
Notary:  
Notary Public  
Serial Number  
Commission Expires:





SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

4

Applicant(s): Ward, Christopher M. & Monica M.
Property Address: 117 Country Club Dr., Sanford, FL 32771

This Agreement is entered into this 5th day of January, 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 Christopher & Monica Ward, 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 Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

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

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$10,000.00 at 0% until the first of the following events occur: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

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 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 homestead income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS PAGE 3506 1034 SEMINOLE CO. FL

MARYANNE MORSE CLERK OF CIRCUIT COURT 326007

SEMINOLE COUNTY, FL 99 FEB -4 PM 2: 01

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 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 (Units 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) Disturbance 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 borrower is not a subcontractor.

3586 1035  
OFFICIAL RECORDS  
BOOK PAGE  
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.

3586 1036  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK PAGE

WITNESS:

Mary Montarini  
MARY MONTARINI

Gary E. Kalter  
County Magister

Date: 1/19/99

WITNESSES AS TO HOMEBUYER(S):

Christina Ward  
Monica Ward  
CHRISTINA WARD  
MONICA WARD

HOMEBUYER  
Christina Ward  
Monica Ward  
Date: 1-5-99

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA )

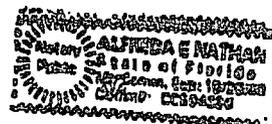
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 19th day of January, 1999, by Christina Monica Ward, who is personally known to me or who has produced license as identification.

Alfreda E. Nathan  
Alfreda E. Nathan

Notary Public in and for the County and State Aforementioned.

My commission expires: 10/30/00



Document Prepared By  
and Return To:  
(AFTER RECORDING)

24117 Home Ownership Assistance Program  
c/o The Greater Seminole County  
Chamber of Commerce  
4230 South Highway 17-52  
Casselberry, FL 32727

3247

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 21, 1995, and recorded in Official Records Book 3012, Pages 1503 through and including 1507, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 21, 1995, and recorded in the Official Records Book 3012, Pages 1508 through and including 1510, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 30, 1995 (the "Agreement") all of which encumbered the property located at 121 Drew Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK J, 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 No.: 31-19-31-525-0J00-0060

(the "Property,") were made by **Andrea J. Elbery**, 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 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 Owner did maintain the Property as her residence for at least nine (9) 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 \_\_\_\_\_, 2005.

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

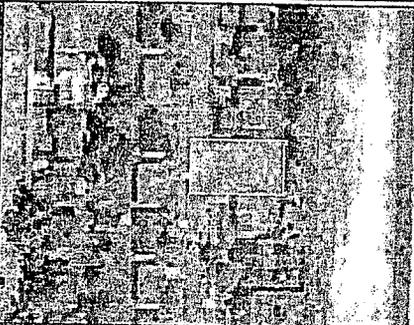
Date: \_\_\_\_\_

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  
7/11/05  
satisfaction-Andrea Elbery

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1458 407-666-7508</p>																																									
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-525-0J00-0060      Tax District: S1-SANFORD</p> <p>Owner: ELBERY ANDREA J      Exemptions: 00-HOMESTEAD</p> <p>Address: 121 DREW AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 121 DREW AVE SANFORD 32771</p> <p>Subdivision Name: WASHINGTON OAKS SEC 2</p> <p>Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$59,795</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$70,795</p> <p>Assessed Value (SOH): \$49,750</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$24,750</p> <p>Tax Estimator</p>																																								
<p style="text-align: center;"><b>SALES</b></p> <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>WARRANTY DEED</td> <td>12/1995</td> <td>03012</td> <td>1496</td> <td>\$45,300</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1982</td> <td>01377</td> <td>1800</td> <td>\$23,800</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1981</td> <td>01334</td> <td>0279</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/1995	03012	1496	\$45,300	Improved	WARRANTY DEED	02/1982	01377	1800	\$23,800	Improved	WARRANTY DEED	03/1981	01334	0279	\$100	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$819</p> <p>2004 Tax Bill Amount: \$478</p> <p>Save Our Homes (SOH) Savings: \$341</p> <p>2004 Taxable Value: \$23,301</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																									

394/50

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDS

789197

95 DEC 29 PM 12:21

Seminole County Homeownership Assistance Program



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
21st day of December 1995 by and between Andrea J. Elbery, 82512  
and no 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.)

OFFICIAL RECORDS  
BOOK 1503  
PAGE 1012  
SEMINOLE CO. FL.

WITNESSETH, that for good and valuable consideration, and also  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants,  
conveys, sells, alien, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz:

**SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN**

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

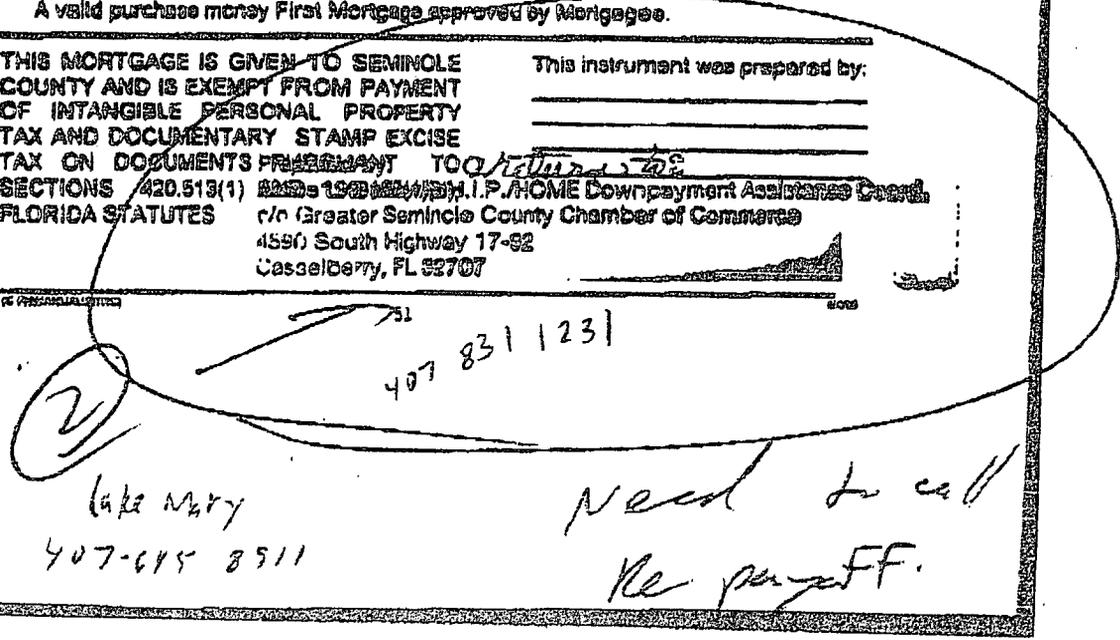
AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said 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 190.011, I.P.HOME Downpayment Assistance Board,  
FLORIDA STATUTES c/o Greater Seminole County Chamber of Commerce  
4590 South Highway 17-52  
Casselberry, FL 32707

This instrument was prepared by:

RETURN TO: LW7815PBAW 48  
SUNBELT TITLE AGENCY  
240 Crown Oak Centre Drive  
Longwood, Florida 32750



407 831 1231

like Mary  
407-645 8511

need to call  
Re pay FF.



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 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 THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand and no/100th/dollars (\$ 3,000.00) 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.

OFFICIAL RECORDS  
BOOK PAGE

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

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

[Signature]  
witness  
Print Name: ELIZABETH M. [unclear]

[Signature]  
151 DREW AVENUE SUWARD FL 32773  
Print Name: Andrea J. Elbery

[Signature]  
witness  
Print Name: Rhonda K Hedden

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21<sup>st</sup> day of December, 1995  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Andrea J. Elbery  
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 driver license as identification and who did  
did not take an oath.

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

*Elizabeth M. ...*

Name: Elizabeth M. ...  
Notary Public  
Serial Number  
Commission Expires:

2012 1506  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK  
PAGE



My Commission Expires  
March 31, 2003  
Notary Public  
DWM-400 1000

*Sanibel County Homeowners' Association Program*



OFFICIAL RECORDS  
BOOK 1507  
PAGE 1507  
SPRINGFIELD, FL

EXHIBIT 'A'  
LEGAL DESCRIPTION

Lot 6, Block 3, WASHINGTON CREEK SECTION TWO, according to the plat thereof recorded in Plat Book 16, pages 86 and 87, Public Records of Sanibel County, Florida.



EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned jointly and severally, if more than one, promise 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 and no/100ths (\$ 3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 110 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 thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5), twenty (20) or thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the respective 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:

2012  
SEMINOLE COUNTY  
OFFICIAL RECORDS  
BOOK  
PAGE

Prepared by: *Victoria L. E.*  
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.  
c/o Greater Seminole County Chamber of Commerce  
4580 South Highway 17-82

*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 429.513(1) AND 199.195(1)(d), FLORIDA STATUTES**

This instrument was prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2012  
SEMINOLE  
COUNTY  
FLORIDA  
OFFICIAL RECORDS  
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 balances evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

**MISCELLANEOUS PROVISIONS**

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

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

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or endorser, 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 affixed these presents the day and year first above written.

[Signature]  
Witness

Print Name: ELIZABETH M. WATSON

[Signature]  
Witness

Print Name: Rhonda K. McClain

[Signature]  
Print Name: Andrea J. Elbery  
121 DREW AVENUE GANESBORO FL 32771

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

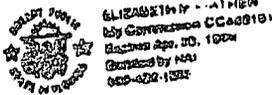
STATE OF FLORIDA  
COUNTY OF GEMINOLE

I HEREBY CERTIFY that on this 21<sup>st</sup> day of December, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Andrea J. Elbery 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 not take an oath.

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

[Signature]

Name: ELIZABETH M. WATSON  
Notary Public  
Serial Number  
Commission Expires:



2012  
SERIAL NUMBER  
RECEIVED

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Andrea J. Elbery

Property Address: 121 Draw Avenue, Sanford, FL 32771

This Agreement is entered into this 30th day of November, 1995 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 Andrea\* (hereinafter "HOMEBUYER").  
\*J. Elbery

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\* 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 \$ 3,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient 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\*, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

\*Seminole County Chamber of Commerce

09/11/00 10:00 AM 1401 001 0000

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

NOV 20 '95 01:55 PM EST FLORIDA

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation as required by the Florida Statutes for a period of three (3) years from the date of this agreement.

1. ENFORCEMENT OF THE AGREEMENT

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

2. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower's death; (2) the borrower is asked to sell, including but not limited to, sale, transfer, bankruptcy, deed in lieu; (3) the borrower ceases to occupy the unit as his principal residence; or (4) the borrower dies, or if married ceases to be married, or for a period of five (5), twenty (20) or thirty (30) years, whichever is applicable.

3. OTHER PROVISIONS

Neither party has agreed to refrain from any person or group of persons on account of race, sex, color, or ethnicity in his 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 with the COUNTY.

WITNESS

[Signature]

SEMINOLE COUNTY, FLORIDA

[Signature]  
RON H. RASUN, County Manager

WITNESS

[Signature]  
[Signature]

Date: 12/11/95

HOMEBUYER  
[Signature]  
Date: 11/30/95

STATE OF Florida  
COUNTY OF Seminole

This document is acknowledged before me this 30<sup>th</sup> day of November 1995, by Andrea Edbery, who is personally known to me or who has produced [Signature] as identifier.

[Signature]  
First Name Patricia A. Connell

Notary Public in and for the County and State Abovementioned.

My commission expires:



Patricia A. Connell  
My Term Exp. 5-20-96  
Dredge & Service Ins Co.  
No. CC 201953  
Notary Public  
State of Florida

Print Name

Prepared by: Andrea Edbery  
Eberle Edbery & P.A. HOME Downpayment Assistance Coord.  
c/o Greater Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707



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 March 31, 1999 and recorded in Official Records Book 3625, Pages 1362 through and including 1366, 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 March 31, 1999, and recorded in the Official Records Book 3625, Pages 1367 through and including 1370, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 1, 1998, recorded in Official Records Book 3625, Pages 1371 through and including 1373, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 312 Rachelle Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 162, MIDWAY, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 1, PAGE 41 OF THE PUBLIC RECORDS  
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-19-31-513-0000-1620

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

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

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Malissie Reese

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1408 407-666-7506</p>																																																											
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel id: 32-19-31-513-0000-1620      Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: REESE MALISSIE      Exemptions:</p> <p>Address: 312 RACHELLE AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 2311 RANDALL ST SANFORD 32771</p> <p>Subdivision Name: MIDWAY</p> <p>Dor: 01-SINGLE FAMILY</p>		<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$36,388</p> <p>Depreciated EXFT Value: \$154</p> <p>Land Value (Market): \$2,352</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$38,894</p> <p>Assessed Value (SOH): \$38,894</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$38,894</p> <p>Tax Estimator</p>																																																									
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																											

49/16/05

Seminole County Homeownership Assistance Program

Notary to:  
Universal Land Title, Inc.  
550 Hawthorn Rd., Ste. 100  
Lake Mary, Fl. 32746

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
11<sup>th</sup> day of MARCH 1992 by and between Maliaic Rose,  
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 "Mortgages"  
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 (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains,  
sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of  
which the Mortgagor is now seized and in possession situated in Seminole County,  
Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is 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)(4),  
FLORIDA STATUTES

This instrument was prepared by:  
ATLANTA RECORDING SERVICE CO.  
C.H.I.P. HOMEOWNERS ASSISTANCE  
PROGRAM - ATTN: SHARON BEEZ  
4501 S. HWY 179  
CABER, BERRY, & CO.

OFFICIAL RECORDS  
BOOK PAGE  
3625 1362  
SEMINOLE COUNTY

NARRATIVE HOUSE  
CLEAN OF CIRCUIT COURT  
357614

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED  
99 APR - 8 PM 1:44

7/23/97  
RECORDING DIV.

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

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.

3625 1363  
SEHMOLE CO. FL  
OFFICIAL RECORDS  
BOOK PAGE

7/29/07  
11:00:00 AM





EXHIBIT "A"

LEGAL DESCRIPTION

Lot 103, MURRAY, According to the Plat recorded in Plat Book 1, Page 41, as recorded to the Public Record of SEMINOLE County, Florida; said land situate, lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS  
BOOK PAGE  
3625 1366  
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"  
SECOND MORTGAGE NOTE

WHI METRICALLY CORRECT and correct copy  
UNIVERSAL LAND TITLE, INC.  
BY [Signature]

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage covering same shall be for a period of 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 commensally 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 remainder provisions of the Federal Regulations in effect at the time of default.

OFFICIAL RECORDS  
BOOK PAGE  
3625 1367  
SEMINOLE CO. FL

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:

\_\_\_\_\_

Travis  
Mortgage, Inc.

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 199.191(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
ATLANTA ACCORDING RETURN TO:  
CHILD HOMEBUYER ASSISTANCE  
PROGRAM - ATTORNEY SEARCH/SELL  
1000 N. W. 12TH ST  
CAAS/CLERK, 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 PAGE  
3625 1360  
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, of even date herewith, made by the maker in favor of the sold 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.



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 161, BEERY, According to the Plat recorded in  
Plat Book 1, Page 41, as recorded in the Public  
Records of SEMINOLE County, Florida; said land situate,  
lying and being in SEMINOLE County, Florida

OFFICIAL RECORDS  
BOOK PAGE  
3625 1370  
SEMINOLE CO. FL

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant: MALISSIE REESE  
Property Address: 2301 RANDALL STREET, SANFORD, FL 32771

This Agreement is entered into this 1ST day of SEPTEMBER, 1999, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East Fifth Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and MALISSIE REESE 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 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 downpayments, closing costs, and/or interest rate buy-down assistance through its authorized organization hereby known as Greater Seminole County Chamber of Commerce, if such the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD,

2. AFFORDABILITY

The amount 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 calls, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$10,000.00 at 0% until the first of the following events occurs: (1) borrower calls, 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 subcontractor or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HUD 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.

OFFICIAL RECORDS  
BOOK PAGE  
3625 1371  
SEMINOLE CO. FL

JUN-11-1999 0011671 FROM DEEDS SECTION

70

9712299

P. 02

1. CONTAINS OWN REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 34 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

2. ENFORCEMENT OF THE AGREEMENT

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

3. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the subject 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.

4. OTHER PROVISIONS

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

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or 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 PAGE  
3625 1373  
SEMINOLE CO. FL

WITNESS:

Mary Hefner  
MARY HEFNER

WITNESS AS TO HOMEBUYER:

Sarah Freaney  
SARAH FREANEY  
Christa G. Belliday  
CHRISTA G. BELLIDAY

Gay E. Mohr  
Gay E. Mohr County Manager

Date: 2/17/99

Malissie Reese  
MALISSIE REESE  
2511 Woodall St.  
Buckhead, VA 22171  
Date: 2/17/99

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me on 02 day of February, 1999, by Malissie Reese, who is personally known to me or who has produced Christa G. Belliday as identification.

Sarah Freaney  
Print Name: Sarah Freaney

Notary Public in and for the County and State Aforesaid.

My commission expires: 02/17/2001  
Notary Public in and for the State of Florida  
Commission Expires 02/17/2001

Document Prepared by  
and Return to:  
Malissie Reese

D.M.P. Home Ownership Assistance Program  
c/o The Greater Seminole County  
Department of Community  
Development  
2515 State Highway 17-22  
Buckhead, FL 32807

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 March 12, 1998 and recorded in Official Records Book 3388, Pages 1470 through and including 1474, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$9,725.00) (the "Note"), dated March 12, 1998, and recorded in the Official Records Book 3388, Pages 1475 through and including 1477, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 6, 1998, recorded in Official Records Book 3388, Pages 1478 through and including 1480, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2105 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 47, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-544-0000-0470

(the "Property,") were made by **Fabian Velez and Nancy Velez**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

**WHEREAS**, the 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Velez

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1428 407-665-7506</p>																																																							
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 36-19-30-544-0000-0470      Tax District: S1-SANFORD</p> <p>Owner: VELEZ FABIAN &amp; NANCY      Exemptions: 00-HOMESTEAD</p> <p>Address: 2105 HARTWELL AVE</p> <p>City,State,ZipCdde: SANFORD FL 32771</p> <p>Property Address: 2105 HARTWELL AVE SANFORD 32771</p> <p>Subdivision Name: TWENTY WEST</p> <p>Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$61,412</p> <p>Depreciated EXFT Value: \$4,232</p> <p>Land Value (Market): \$15,800</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$81,444</p> <p>Assessed Value (SOH): \$54,304</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$29,304</p> <p style="text-align: right;">Tax Estimator</p>																																																					
<p style="text-align: center;"><b>SALES</b></p> <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>WARRANTY DEED</td> <td>03/1998</td> <td>03388</td> <td>1459</td> <td>\$57,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1995</td> <td>02887</td> <td>2016</td> <td>\$45,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>10/1992</td> <td>02495</td> <td>1767</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>11/1991</td> <td>02357</td> <td>1358</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>12/1990</td> <td>02258</td> <td>1448</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>05/1982</td> <td>01390</td> <td>1267</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1998	03388	1459	\$57,000	Improved	WARRANTY DEED	02/1995	02887	2016	\$45,000	Improved	QUIT CLAIM DEED	10/1992	02495	1767	\$100	Improved	QUIT CLAIM DEED	11/1991	02357	1358	\$100	Improved	QUIT CLAIM DEED	12/1990	02258	1448	\$100	Improved	QUIT CLAIM DEED	05/1982	01390	1267	\$100	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$707</p> <p>2004 Tax Bill Amount: \$568</p> <p>Save Our Homes (SOH) Savings: \$139</p> <p>2004 Taxable Value: \$27,722</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>											
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																							

457/00

Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12th day of MARCH 1998 by and between Fabian & Nancy Velez husband and wife, hereinafter referred to as the "Mortgagor" and Seminole County, 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 (\$9,725.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:  
**AFTER RECORDING RETURN TO:  
S.H.L.P. HOMEBUYER ASSISTANCE  
PROGRAM - ATTN: SHARON SELF  
4599 S. HWY 17-92  
CASSELBERRY, FL 32707**

OFFICIAL RECORDS  
BOOK 3300 PAGE 1470  
SEMINOLE CO., FL

SHARON SELF  
CLERK OF COUNTY RECORDS  
SEMINOLE COUNTY, FLORIDA

RECORDED & VERIFIED  
1998 MAR 17 PM 3:55  
17527

34

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.

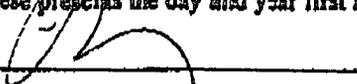
OFFICIAL RECORDS  
BOOK 2298  
PAGE 1471  
SEMINOLE CO. FL

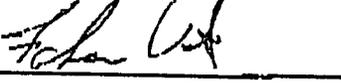
Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Nine Thousand Seven Hundred Twenty-Five dollars and 00/100(\$9,725.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

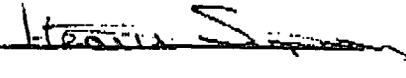
This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

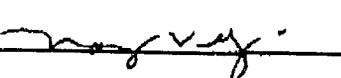
IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS  
BOOK PAGE  
SEMINOLE CO. FL  
3388 1472

  
\_\_\_\_\_  
Print Name: LOUIS A. SUTELAND

  
\_\_\_\_\_  
Print Name: Fabian Velez

  
\_\_\_\_\_  
Print Name: HEATHER STEPHENSON

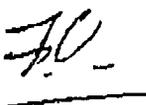
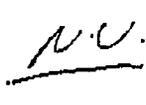
  
\_\_\_\_\_  
Print Name: Nancy Velez  
2105 HARTWELL AVE SANFORD, FL 32773

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of MARCH, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared FABIAN VELEZ AND NANCY VELEZ  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced \_\_\_\_\_ valid drivers licenses as identification and who  
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:

OFFICIAL RECORDS  
BOOK 2365  
PAGE 1473  
SEMINOLE CO. FL



Susan J. Yeagle  
MY COMMISSION & EXPIRES  
MAY 20, 2001  
CONTACT YOUR TRUST FIDELITYBOND, INC.

4 of 5 FU N.V.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

OFFICIAL RECORDS  
BOOK 3388 PAGE 1474  
SEMINOLE CO. FL

LOT 47, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16  
PAGE 36, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

*FL* *N.V.*

Seminole County Homeownership Assistance Program

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$9,725.00

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 **Nine Thousand Seven Hundred Twenty-Five dollars and 00/100 (\$9,725.00)**. 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:

OFFICIAL RECORDS  
BOOK 1475  
SEMINOLE CO. FL

- 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:

\_\_\_\_\_

*(Handwritten initials: FC and N.V.)*

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. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON BELF 4590 S. US HWY 1 CASSELBERRY, FL 32707

OFFICIAL RECORDS ROOM 3298 1476 SEMINOLE CO. FL

- 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.

Handwritten signatures and initials in circles.

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.

OFFICIAL RECORDS  
BOOK 8989  
PAGE 1477  
SEMINOLE CO. FL

Print Name: HEATHER STEPHENSON

Heather Stephenson

Print Name: Fabian Velez

Fabian Velez

Print Name: LOUIS A. SUTHERLAND

Louis A. Sutherland

Print Name: Nancy Velez

Nancy Velez

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12th day of MARCH, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared FABIAN VELEZ AND NANCY VELEZ and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced 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.

Susan J. Young  
Name:

Notary Public

Serial Number

Commission Expires:



Susan J. Young  
MY COMMISSION # 00834148 EXPIRES  
MAY 23, 2001  
WINDWARD TITLE AND INSURANCE, INC.

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Fabian & Nancy Velez

Property Address: 2105 Hartwell Ave., Sanford, FL 32773

This Agreement is entered into this 6th day of January, 1998 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

Fabian & Nancy Velez, husband and 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 \$9,7250.00 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.

OFFICIAL RECORDS  
BOOK 1478  
SEMINOLE CO. FL

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

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.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS  
BOOK 2299 PAGE 1479  
SEMINOLE CO. FL

2. RECORDS AND

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:

Mary Montez

Gary E. Kaiser  
County Manager

Date: 3/3/98

WITNESSES AS TO HOMEBUYER(S):

Daniel L. Montesi  
Ann Marshall

HOMEBUYER  
Fabian Velez

Nancy Velez  
Date: 1-6-98

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

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

Document Prepared By & Return To: (AFTER RECORDING)

S.H.I.P. Home Ownership Assistance Program  
c/o The Greater Seminole County  
Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

The foregoing instrument was acknowledged before me this 6TH day of JANUARY, 1998, by Fabian & Nancy Velez, who is personally known to me or who has produced \_\_\_\_\_ as identification. Individuals are personally known to me.

James A. Montesi  
Print Name James A. Montesi



James A. Montesi  
MY COMMISSION EXPIRES  
October 22, 2000  
GOWOLD FROM THEY FINE RECORDS, INC.

Notary Public in and for the County and State Aforementioned.

My commission expires: October 22, 2000

OFFICIAL RECORDS  
BOOK 2398  
PAGE 80

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 26, 1996 and recorded in Official Records Book 3071, Pages 1508 through and including 1512, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 26, 1996 and recorded in the Official Records Book 3071, Pages 1513, 1514, and 1517A, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 5, 1996, recorded in Official Records Book 3071, Pages 1515 through and including 1517, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2829 Central Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK D WOODMERE PARK 2<sup>ND</sup> REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 06-20-31-505-0D00-0010

(the "Property,") were made by **Mario K. Perkins and Latrina Perkins**, 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 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 nine (9) 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 \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Perkins

<b>PARCEL DETAIL</b> DAVID JOHNSON, CFA, ASA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1488 407-665-7505																																																									
<b>GENERAL</b> Parcel Id: 06-20-31-505-0D00-0010      Tax District: S1-SANFORD Owner: PERKINS MARIO K & LATRINA L      Exemptions: 00-HOMESTEAD Address: 2829 CENTRAL DR City,State,ZipCode: SANFORD FL 32773 Property Address: 2829 CENTRAL DR SANFORD 32771 Subdivision Name: WOODMERE PARK 2ND REPLAT Dor: 01-SINGLE FAMILY		<b>2005 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$60,155 Depreciated EXFT Value: \$0 Land Value (Market): \$16,688 Land Value Ag: \$0 Just/Market Value: \$76,843 Assessed Value (SOH): \$51,399 Exempt Value: \$25,000 Taxable Value: \$26,399 Tax Estimator																																																							
<b>SALES</b> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>04/1996</td> <td>03071</td> <td>1499</td> <td>\$58,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>06/1995</td> <td>02932</td> <td>0976</td> <td>\$39,400</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>03/1995</td> <td>02893</td> <td>1852</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>01/1995</td> <td>02874</td> <td>0760</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1993</td> <td>02595</td> <td>0624</td> <td>\$45,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1986</td> <td>01734</td> <td>1595</td> <td>\$43,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1981</td> <td>01359</td> <td>1057</td> <td>\$38,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01009</td> <td>1610</td> <td>\$18,500</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	04/1996	03071	1499	\$58,000	Improved	SPECIAL WARRANTY DEED	06/1995	02932	0976	\$39,400	Improved	SPECIAL WARRANTY DEED	03/1995	02893	1852	\$100	Improved	CERTIFICATE OF TITLE	01/1995	02874	0760	\$100	Improved	WARRANTY DEED	05/1993	02595	0624	\$45,500	Improved	WARRANTY DEED	05/1986	01734	1595	\$43,500	Improved	WARRANTY DEED	10/1981	01359	1057	\$38,000	Improved	WARRANTY DEED	01/1974	01009	1610	\$18,500	Improved	<b>2004 VALUE SUMMARY</b> Tax Value(without SOH): \$821 2004 Tax Bill Amount: \$510 Save Our Homes (SOH) Savings: \$311 2004 Taxable Value: \$24,902 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS	
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																									

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

840069

96 MAY -9 PM 2:39



*Seminole County Homeownership Assistance Program*

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 27th day of April 1996 by and between Marie K Perkins and LaTrina Perkins, husband 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, in case 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, alienates, 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.

**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 fully 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 and 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 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:  
Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4500 South Highway 17-92  
Casselberry, FL 32707

15  
6/22  
6

23  
9602185  
PAYMENT TO: GUARANTEE TITLE, A DIV. OF  
LAWYERS TITLE INSURANCE CORP.  
301 E. COLONIAL DRIVE • ORLANDO, FLORIDA 32809

OFFICIAL RECORDS  
BOOK  
PAGE  
71  
1500  
SEMINOLE CO. FL.

27



This is not a certified copy

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 1, Block 7, BOWHERE PARK 2nd REPLAT, according to the plat thereof recorded in Plat Book 13, Page 73, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS  
BOOK PAGE  
2971 1509  
SEMINOLE CO. FL.



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 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

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

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

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

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

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1510  
1510  
TECHNICAL CO. FL.





STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of April, 1996,  
before me an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Barin K. Perkins  
and Walter Perkins 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.

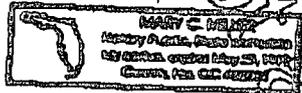
*Mary C Miller*

Name: Mary C Miller  
Notary Public  
Serial Number  
Commission Expires:

SEMINOLE CO., FL.

BOOK 1512

OFFICIAL RECORDS  
PAGE



*Certified copy*



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, in 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)    ten (10),    twenty (20) or    thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensue that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to    ten (10)    twenty (20)    thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the respective 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:

\_\_\_\_\_

(C) (PROHIBITED)

21020

OFFICIAL RECORDS  
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PAGE

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 199.195(1)(d), FLORIDA STATUTES**

This instrument was prepared by and Return To:  
Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4590 South Highway 17-92  
Casselberry, FL 32707

971  
SEMINOLE CO. FL  
1511  
OFFICIAL RECORDS  
BOOK PAGE

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth herein 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.

CLP/PROS/SHIP/STAC

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant: Mario K. & Latrina Perkins  
Property Address: 2829 Central Drive  
Sanford, Fl 32771

This Agreement is entered into this 5th day of April, 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")  
Mario K. & Latrina Perkins (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 principal residence and that, at the time of application and approval, his/her 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 certified the project eligible for funding.

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

Print Name/Address

60

3/26/96

RFP-232

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BOOK PAGE

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 9 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 of 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are as 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 vacated 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 12072 - 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 cover the borrower's monthly housing costs (Principals, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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

OFFICIAL RECORDS BOOK PAGE 1971 1516 SEMINOLE COUNTY

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), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

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

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

WITNESS:  
Mary Ann [Signature]

SEMINOLE COUNTY, FLORIDA

[Signature]  
RON H. RADUM, County Manager

Date: 4/13/96

WITNESSES  
[Signature]  
Fredrick E. Spiller

HOMEBUYER  
[Signature]  
Latoria L. Perkins  
Date: April 5, 1996

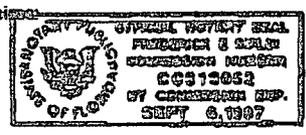
STATE OF Florida )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 5th day of April, 1996 by Latoria L. Perkins who is personally known to me or who has produced drivers license as identification.

Fredrick E. Spiller  
Print Name Fredrick E. Spiller

Notary Public in and for the County and State Aforementioned.

My commission expires:



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BOOK PAGE  
71-1517  
SEMINOLE CO. FL.

Original Copy

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 hereinto signed and sealed these presents the day and year first above written.

Mary C. Miller \_\_\_\_\_

Print Name: Mary C. Miller Print Name: Mario K. Perkins

Catherine M. Smith \_\_\_\_\_

Print Name: Catherine M. Smith Print Name: Latrina Perkins

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 26th day of April, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mario K. Perkins and Latrina Perkins, 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.

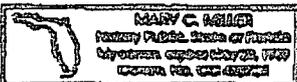
Mary C. Miller \_\_\_\_\_

Name: Mary C. Miller

Notary Public

Serial Number

Commission Expires



ONE  
PAGE  
3077  
1510

Certified

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 26, 1995 and recorded in Official Records Book 2934, Pages 0570 through and including 0574, and recorded again in Official Records Book 2978, Pages 1350 through and including 1354 of the Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated June 26, 1995 and recorded in the Official Records Book 2934, Pages 0575 through and including 0578 and recorded again in Official Records Book 2978, Pages 1355 through and including 1358 of the Public Records of Seminole County, Florida, which encumbered the property located at 1239 Dunbar Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 3, BLOCK C, MERRITT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-30-502-0C00-0030

(the "Property,") were made by **Regina Renay White** (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 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 did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies;  
and

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

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

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to  
be executed this \_\_\_ day of \_\_\_\_\_, 2005.

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  
7/11/05  
satisfaction-Regina White

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY, FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7505</p>																																									
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 18-21-30-502-0C00-0030      Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: WHITE REGINA R      Exemptions: 00-HOMESTEAD</p> <p>Address: 1239 DUNBAR ST</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32701</p> <p>Property Address: 1239 DUNBAR ST ALTAMONTE SPRINGS 32701</p> <p>Subdivision Name: MERRITT PARK</p> <p>Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$68,372</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$2,940</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$71,312</p> <p>Assessed Value (SOH): \$44,373</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$19,373</p> <p>Tax Estimator</p>																																								
<p style="text-align: center;"><b>SALES</b></p> <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>WARRANTY DEED</td> <td>06/1995</td> <td>02934</td> <td>0564</td> <td>\$53,800</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1995</td> <td>02870</td> <td>1431</td> <td>\$4,700</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01011</td> <td>1367</td> <td>\$2,500</td> <td>Vacant</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	06/1995	02934	0564	\$53,800	Improved	WARRANTY DEED	01/1995	02870	1431	\$4,700	Vacant	WARRANTY DEED	01/1974	01011	1367	\$2,500	Vacant	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$664</p> <p>2004 Tax Bill Amount: \$306</p> <p>Save Our Homes (SOH) Savings: \$358</p> <p>2004 Taxable Value: \$18,081</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																									

31/500



Seminole County Homeownership Assistance Program, FL

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
26th day of JUNE 1995 by and between REGINA RENAY WHITE,  
and hereinafter referred to the "Mortgagor" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
include all parties to this instrument, the heirs, legal representatives  
and assigns of individuals and the successors and assigns of  
corporations, and the term "note" include in all the notes herein  
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in  
consideration of the aggregate sum named in the Second Mortgage Note of even date  
herewith (\$ 2,200.00), hereinafter described, the Mortgagor hereby grants,  
bargains, sells, alien, profits, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN**

TO HAVE AND TO HOLD THE SAME together with the tenements, hereditaments  
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagor will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagor hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever, and that said land is  
free land clear of all encumbrances except

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:  
KAMP TITLE AND GUARANTY CORP.  
200 WEST FIRST STREET  
SANFORD, FLORIDA 32771  
MARK WRIGHT

SEMINOLE COUNTY, FL  
RECORDING & VERIFICATION  
95 JUN 29 AM 9:53

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
720570

28

Schedule A

Lot 3 Block C, MERRITT PARK, according to the plat thereof as recorded in Plat Book 8, Page 22, of the Public Records of Seminole County, Florida.

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SEMINOLE CO. FL.

File No: 36635

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*Seminole County Homeownership Assistance Program*



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

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STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 26th day of JUNE, 1995  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared REGINA RENAY WHITE  
and \_\_\_\_\_ who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced A 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.

Not a certified copy

Name: MARK WRIGHT  
Notary Public  
Serial Number CC 439144  
Commission Expires: 3/2/99



MARK WRIGHT  
MY COMMISSION # CC439144 EXPIRES  
March 2, 1999  
BORNED TONY TRUY FIRM WOODBRIDGE, INC.

21934 0574  
SEMINOLE CO. FL.  
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Schedule A

Lot 3, Block C, MERRITT PARK, according to the plat thereof as recorded in Plat Book 8, Page 22, of the Public Records of Seminole County, Florida.

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File No: 36635



**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 192.513(1) AND 199.185(1)(d), FLORIDA STATUTES**

**This instrument was prepared by:**  
**KAMPP TITLE AND GUARANTY CORPORATION**  
**200 WEST FIRST STREET**  
**SANFORD, FLORIDA 32771**  
**MARK WRIGHT**

1. The sale, transfer or refinancing of the subject home and real property, within five (5), ten (10) 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 herein 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.

\_\_\_\_\_/s/REGINA RENAY WHITE

Print Name: MARK WRIGHT Print Name: REGINA RENAY WHITE

\_\_\_\_\_  
Print Name: SUSIE SMITH Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 26th day of JUNE, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared REGINA RENAY WHITE and \_\_\_\_\_ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A 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 439144  
Commission Expires: 3/2/95



MARK WRIGHT  
MY COMMISSION # CC439144 EXPIRES  
March 2, 1995  
BONDED THRU WESTERN GUARANTEE, INC.