

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfactions Of Second Mortgage

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

AUTHORIZED BY: Donald Fisher *DF* **CONTACT:** Annie Knight *AK* **EXT.** 7384

Agenda Date <u>08/24/2004</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

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

BACKGROUND:

The attached clients were assisted with 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 the Board to approve and execute the attached Satisfactions on the properties to remove the now-satisfied liens. Two of the three clients have tendered payment for the amounts owed. Repayments totaling \$15,180.20 have been made to the Housing Trust Fund.

Included is a request for authorization to issue a refund to Juanita Williams in the amount of \$2,286.80 to correct an overpayment made by the title company. Staff is now requesting the Board to approve and execute the attached Satisfaction on the property to remove the now-satisfied lien and a refund in the amount of \$2,286.80 to Juanita Williams.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	<u>cpdc02</u>

8/17/04

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, Florida 32771

SATISFACTION OF SECOND MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 21, 1998, and recorded in Official Records Book 3497, Pages 1152 through and including 1156, 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 August 21, 1998, and recorded in the Official Records Book 3497, Pages 1157 through and including 1159, Public Records of Seminole County, Florida, which encumbered the property located at 1021 W 3rd Street, Sanford, Florida 32771, the legal description and parcel identification for which is as follows:

THE EAST 60 FEET OF THE WEST 132.00 FEET OF THE NORTH 133.33 FEET OF THE BLOCK 5, TIER 13, FLORIDA LAND AND COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 112, 113, 116, AND 117 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AG-0513-0030

(the "Property,") were made by Curtis and Jacalyn Watson, 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 contained or referred to an incorrect legal description of the property intended to be subject of the Mortgage and Note; and

WHEREAS, the property that Seminole County intended to encumber through the said Mortgage and Note is located at 1025 W 3rd Street, Sanford, Florida 32771 and has the following legal description and parcel identification number:

THE WEST 72.00 FEET OF THE NORTH 133.33 FEET OF BLOCK 5, TIER 13, FLORIDA LAND AND COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE'S ADDITION TO THE TOWN OF SANFORD, ACCORDING

TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 113, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AG-0513-003A

WHEREAS, Seminole County desires to suppress, forgive, and cancel said Mortgage and Note containing the incorrect legal description; 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 United States Department of Housing and Urban Development ("HUD") regulations and policies; and

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 _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
DARYL G. MCLAIN, Chairman

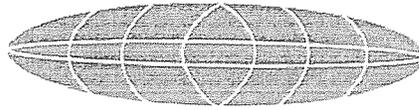
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



03-03-04P12:23 RCV

UNIVERSAL LAND TITLE

We Make It Happen

Seminole County
ATTN: ANNIE KNIGHT
1101 E. 1st Street
Suite 3308
Sanford, FL 32771

RE: Our File # 98160238

Dear Ms. Knight:

Please find enclosed the pertinent copies of documents (mortgage, property appraiser's search, tax search, deed, corrective deed) that reflect an error in the legal description.

Please have your Attorneys review the attached documents and prepare the corrective instruments (I am more than willing to pay for any recording costs). Please contact me at (407) 647-8994 ext. 12001 to advise me how we are going to proceed.

Thank you very much for your assistance with this matter.

Tricia F. Watkins

Universal Land Title, Inc.
2211 Lee Road, Suite 210C
Winter Park, FL 32789

The West 72.00 feet of the North 133.33 feet of Block 5, Tier 13, FLORIDA LAND AND COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE'S ADDITION TO THE TOWN OF SANFORD, according to the Plat thereof as recorded in Plat Book 1, Page 113, of the Public Records of Seminole County, Florida.

129920
Correct

Seminole County Homeownership Assistance Program

3497/1152

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 21st day of August 1998 by and between Curtis & Jacalyne Watson, 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."

3497 1152
BOOK PAGE
SEMINOLE COUNTY, 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.:

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. HOMEOWNER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
4590 S. IVY 17-92
CASSELBERRY, FL 32707

SHARON HORSE
CLERK OF CIRCUIT COURT
RECORDED & VERIFIED
SEMINOLE COUNTY, FL.

260446
93 SEP 17 AM 11:22

Unimproved land title

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.

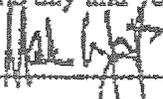
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

3497 1152
BOOK PAGE
SEMINOLE CO. FL.

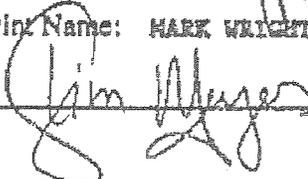
Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and 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 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.



Print Name: MARK WRIGHT



Print Name: KIM MEYERS

Print Name:

Print Name:



1025 WEST 3RD STREET, SANFORD, FLORIDA 32771
Print Name: Curtis Watson



1025 WEST 3RD STREET, SANFORD, FLORIDA 32771
Print Name: Jacalyn Watson

Print Name:

Print Name:

SEMINOLE CO. FL. 3497 1151
BOOK PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of AUGUST, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared CURTIS JACKSON
and JACALYN WATSON, 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.



MARK WRIGHT
MY COMMISSION # 00439144 EXPIRES
March 2, 1999
BONHUI THRU TRUDY FAH INSURANCE, INC.

Mark Wright

Name: MARK WRIGHT
Notary Public
Serial Number 00439144
Commission Expires: 3-2-99

OFFICIAL RECORDS
BOOK PAGE
3497 1155
SEMINOLE CO FL.

Return To: UNIVERSAL LAND TITLE, INC.
550 Rinehart Road, Suite 100
Lake Mary, FL 32746

EXHIBIT "A"
LEGAL DESCRIPTION

THE EAST FRET OF THE WEST 132.00 FEET OF THE NORTH
133.33 FEET OF BLOCK 5, TIER 13, FLORIDA LAND AND
COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE'S
ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE
FLAT THEREOF AS RECORDED IN FLAT BOOK 1, PAGE 113,
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK PAGE
3497 1156
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program

EXHIBIT "B" WE HEREBY CERTIFY that this is a
SECOND MORTGAGE NOTE correct copy

AMOUNT: \$10,000.00

UNIVERSAL LAND TITLE, INC

BY [Signature]

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:

3497 1157
BOOK
SERIALS
PAGE
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 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. 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.

3497 1152
SEMINOLE CO FL
FILED
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.

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.

Mark Wright

Print Name: MARK WRIGHT

Kim Meyeres

Print Name: KIM MEYERES

Print Name:

Print Name:

Curtis Watson

Print Name: Curtis Watson

Jacalyn Watson

Print Name: Jacalyn Watson

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21st day of AUGUST, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CURTIS WATSON and JACALYN WATSON, who executed the foregoing instrument and who acknowledge before me that ~~they~~/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.



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
12-2-99
SEMIMOLE COUNTY, FLORIDA, INC.

Mark Wright

Name: MARK WRIGHT

Notary Public

Serial Number CC439144

Commission Expires: 3-2-99

COPY

SEMINOLE CO. FL.
3497 1150
OFFICIAL RECORD PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST FEET OF THE WEST 132.00 FEET OF THE NORTH
133.33 FEET OF BLOCK 5, TIER 13. FLORIDA LAND AND
COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE'S
ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 113,
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

See volume
↑

20160228 5/9 20
Universal Land Title, Inc.

This instrument Prepared by:
MARK WRIGHT
 580 Rinehart Road, Suite 100
 Lake Mary, FL 32746
 (407) 205-9719 Fax (407) 205-9119
 for the purposes of title insurance.
 Property Appraiser Parcel I.D. (Palto) Number(s):
 25-19-30-SAC-0513-0030
 Grantee(s) R.H.#(s):

WARRANTY DEED
 (FROM CORPORATION)

Documents due Tax 1st 1 105.30

3497 1141
 SEMINOLE CO. FL.
 OFFICE RECORD PAGE

This Warranty Deed Made and executed the **21ST** day of **AUGUST** A.D. 19 **98** by
THE AFFORDABLE HOME CENTER, INC.

a corporation existing under the laws of **FLORIDA** and having its principal place of business at **OAK AVENUE SANFORD, FLORIDA 32771** hereinafter called the grantor, to **CURTIS WATSON and JACALYN WATSON, husband and wife** whose postoffice address is **1025 WEST THIRD STREET SANFORD, FLORIDA 32771** hereinafter called the grantee:

(Whereas used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for an in consideration of the sum of \$ **10.00** and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in **SEMINOLE** County, Florida, viz:

The East 60.00 feet of the West 132.00 feet of the North 133.33 feet of Block 5, Tier 13, **FLORIDA LAND AND COLONIZATION COMPANY LIMITED MAP OF ST. GERTRUDE'S ADDITION TO THE TOWN OF SANFORD**, according to the Plat thereof as recorded in Plat Book 1, page 113, of the Public Records of Seminole County, Florida.

Together with all the tenements, hereditaments and appurtenances therein belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land; that it 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 of all encumbrances, except taxes accruing subsequent to December 31, 19 97, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

ATTEST: _____ Secretary

Signed, sealed and delivered in our presence:

Witness Signature Mark Wright
 Printed Name **MARK WRIGHT**

Witness Signature Kim Myers
 Printed Name **KIM MYERS**

Printed Name
 STATE OF **FLORIDA**
 COUNTY OF **SEMINOLE**

The foregoing instrument was acknowledged before me this **21ST** day of **AUGUST** 19 **98** by **MARY L. HILLIMAN, President** of **THE AFFORDABLE HOME CENTER,**

INC. a **FLORIDA** corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ and Driver's License _____ identification and did _____ take an oath.

THE AFFORDABLE HOME CENTER, INC.
 BY: Mary L. Hilliman
MARY L. HILLIMAN, President
 Printed Name and Title
200 EAST COMMERCIAL AVE., STE. 3
SANFORD, FL 32771

Notary Signature Mark Wright
MARK WRIGHT BRANCH MANAGER
 Printed Notary Signature
 Title or Rank: **BRANCH MANAGER**
 Serial Number: **00439146**

Wrong legal see Corrective Deed 5129/1056

HARRIANE HARRIS
 CLERK OF CIRCUIT COURT
 260442
 98 SEP 1 AM 11:22
 SEMINOLE COUNTY FL
 RECORDED & VERIFIED

Return To: **UNIVERSAL LAND TITLE, INC.**
 580 Rinehart Road, Suite 100
 Lake Mary, FL 32746

98160238 W/C 68
Universal Land Title, Inc.

This Instrument Prepared by:
 MARK WRIGHT
 580 Rinehart Road, Suite 100
 Lake Mary, FL 32746
 (407) 805-9700 Fax (407) 805-9015
 for the purposes of title insurance.
 Property Appraisers Parcel I.D. (Folio) Number(s):
 25-19-30-SAG-0513-0030A
 Grantee(s) S.S.#(s):

WARRANTY DEED MARYANNE MORSE, CLERK OF CIRCUIT COURT
 (FROM CORPORATION) SEMINOLE COUNTY
 BK 05129 PG 1056
 CLERK'S # 2003219100
 RECORDED 12/10/2003 03:10:09 PM
 DEED DOC TAX 0.70
 RECORDING FEES 6.00
 RECORDED BY L McKinley

SPACE ABOVE THIS LINE FOR PROCESSING DATA **CORRECTIVE DEED** SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made and executed the 7TH day of OCTOBER A.D. 2003 by
 THE AFFORDABLE HOME CENTER, INC.

a corporation existing under the laws of FLORIDA and having its principal place of
 business at OAK AVENUE SANFORD, FLORIDA 32771
 hereinafter called the grantor, to CURTIS WATSON and JACALYN WATSON, husband and
 wife
 whose postoffice address is 1025 WEST THIRD STREET SANFORD, FLORIDA 32771
 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
 the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for an in consideration of the sum of \$ 10.00 and other
 valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
 alien, remise, release, convey and confirm unto the grantee, all that certain land situated in
 SEMINOLE County, Florida, viz:

The West 72.00 feet of the North 133.33 feet of Block 5, Tier
 13, FLORIDA LAND AND COLONIZATION COMPANY LIMITED MAP OF ST.
 GERTRUDE'S ADDITION TO THE TOWN OF SANFORD, according to the
 Plat thereof as recorded in Plat Book 1, Page 113, of the
 Public Records of Seminole County, Florida.

**THIS CORRECTIVE WARRANTY DEED IS BEING RECORDED TO CORRECT DEED RECORDED IN
 BOOK 3497, PAGE 1141, WHICH HAD INCORRECT LEGAL DESCRIPTION.**

← correct legal

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
 appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
 simple, that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
 rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
 and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,
 restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, the grantor has caused these presents to
 be executed in its name, and its corporate seal to be hereunto affixed, by its
 proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

ATTEST: _____
 Secretary

Signed, sealed and delivered in our presence:

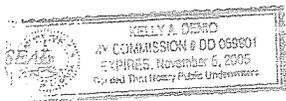
Kelly A. Denio
 Witness Signature
Kelly A. Denio
 Printed Name
Kelly A. Denio
 Witness Signature
Kelly A. Denio
 Printed Name

THE AFFORDABLE HOME CENTER, INC.

BY: Mary Hilliman
 MARY HILLIMAN
 Printed Name and Title

STATE OF FLORIDA
 COUNTY OF SEMINOLE
 The foregoing instrument was acknowledged before me this 4TH day of OCTOBER 2003
 by Mary Hilliman of THE AFFORDABLE HOME CENTER,
 INC.

a FLORIDA Corporation, on behalf of the corporation. Mary Hilliman is personally known to me or who has
 produced _____ as identification and did _____ take an oath.



Kelly A. Denio
 Witness Signature
Kelly A. Denio
 Printed Notary Signature
 Title or Rank:
 Serial Number:
 My Commission Expires: 11/06/05

E. North American
 1750 S Volusia Ave #108
 Orange City FL 32766

Seminole County Tax Collector Property Tax Search Results
[Tax Estimator](#) [Back to Search Options](#) [Current 2003 Millage Rates](#)

The Information contained herein does not constitute a title search and should not be relied on as such.

Parcel Number: 25-19-30-5AG-0513-003A	Owner & Address: WATSON CURTIS & JACALYN
Requester IP: 207.203.44.2 Date: 3/4/2004	1025 W 3RD ST SANFORD FL 32771 1063
Tax Year: 2003	
Total Assessed Value: \$47,701 Taxable Value: \$22,201 Gross Tax Amount: \$463.18 Millage Code: S1 SANFORD	Exemptions: Questions About Exemptions? Widow, Disability, or \$500 Other: Homestead: \$25,000 Map and Property Appraiser Information

Legal Description: W 72 FT OF N 133.33 FT OF BLK 5 TR 13 TOWN OF SANFORD PB 1 PG 113

Current Tax:

Amount Due Now: See Unpaid Delinquent Taxes Section Below

Date	Receipt Num.	Amount Paid
11-03-03	R11/03/03P006549	\$444.65

Information below reflects the 2003 tax bill discounted and gross amounts.

NOV 30	DEC 31	JAN 31	FEB 29	MAR 31
\$444.65	\$449.28	\$453.92	\$458.55	\$463.18

Non-Ad Valorem Assessments: *NONE*

Unpaid Delinquent Taxes: Do not use this information for a title search. Current and historical legal descriptions may differ.

Year	Cert #	Current Payoff	*If Received By:	Next Payoff	*If Received By:
1998	1999 201	\$303.67	03-31-2004	\$305.55	04-30-2004

Other Comments:
 *Payoff amount WILL CHANGE when a TAX DEED APPLICATION is made

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIERS CHECK, MONEY ORDER, DEBIT CARD OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

PARCEL DETAIL																							
<p>Seminole County Property Appraiser Services 1101 E. Hill St. Sanford FL 32771 407-665-7506</p>																							
	<p align="center">GENERAL</p> <p>Parcel Id: 25-19-30-5AG-0513-003A Tax District: S1-SANFORD Owner: WATSON CURTIS & JACALYN Exemptions: 00-HOMESTEAD Address: 1025 W 3RD ST City,State,ZipCode: SANFORD FL 32771 Property Address: 1025 3RD ST W SANFORD 32771 Subdivision Name: SANFORD TOWN OF Dor: 01-SINGLE FAMILY</p>		<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$52,025 Depreciated EXFT Value: \$0 Land Value (Market): \$7,632 Land Value Ag: \$0 Just/Market Value: \$59,657 Assessed Value (SOH): \$48,607 Exempt Value: \$25,500 Taxable Value: \$23,107</p>																				
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Parcel Number: 25-19-30-5AG-0513-0030	Owner & Address: COLEMAN MICHAEL 8826 OLD WINTER GARDEN RD ORLANDO FL 32833
Requester IP: 207.203.44.2 Date: 3/4/2004	
Tax Year: 2003	
Total Assessed Value: \$54,861 Taxable Value: \$54,861 Gross Tax Amount: \$1,144.56 Millage Code: S1 SANFORD	Exemptions: *NONE* Questions About Exemptions? Widow, Disability, or Other: Homestead: Map and Property Appraiser Information

Legal Description: E 60 FT OF W 132 FT OF N 133.33 FT OF BLK 5 TR 13 TOWN OF SANFORD PB 1 PG 113

Current Tax:

Amount Due Now: *NONE*

Date	Receipt Num.	Amount Paid
12-08-03	R12/08/03P015338	\$1,110.22

Information below reflects the 2003 tax bill discounted and gross amounts.

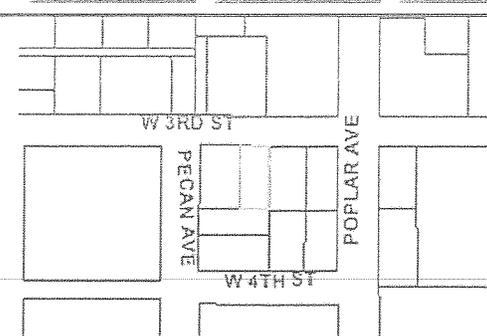
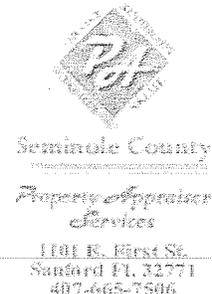
NOV 30	DEC 31	JAN 31	FEB 29	MAR 31
\$1,098.78	\$1,110.22	\$1,121.67	\$1,133.11	\$1,144.56

Non-Ad Valorem Assessments: *NONE*

Unpaid Delinquent Taxes: *NONE* -- Do not use this information for a title search. Current and historical legal descriptions may differ.

Other Comments:

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Appendage / Sqft

OPEN PORCH FINISHED / 70

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.



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 October 24, 1997, and recorded in Official Records Book 3318, Pages 1768 through and including 1772, 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 October 24, 1997, and recorded in the Official Records Book 3318, Pages 1773 through and including 1776, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 26, 1997, recorded in Official Records Book 3318, pages 1777 through and including 1779, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 118 Hidden Lake Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK D, HIDDEN LAKE UNIT 1-A, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 50, 51,
AND 52, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-20-30-5CR-0D00-0040

(the "Property,") were made by Michael A. Murphy and Sherri L. Murphy, 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 Owner 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, the Note and Agreement; and

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

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

WHEREAS, the Owners have 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 March 4, 2004, 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 Owners, their 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 _____, 2004.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

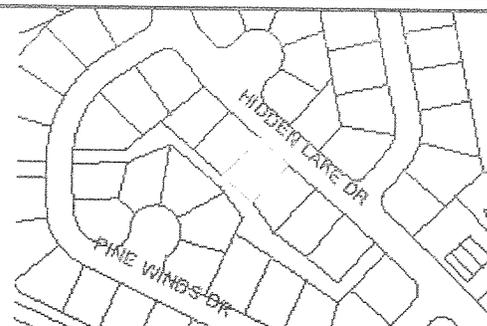
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
6/30/04
satisfaction-murphy

<p>PARCEL DETAIL</p>  <p>Seminole County Property Appraiser Services 1101 N. Blvd. St. Sanford FL 32771 407-665-7586</p>	<p> HOME HIDDEN LAKE DETAILS SERVICES </p> 	<p>Back</p> 																																								
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 11-20-30-5CR-0D00-0040 Tax District: S1-SANFORD Owner: GARCIA MERCEDES Exemptions: 00-HOMESTEAD Address: 118 HIDDEN LAKE DR City,State,ZipCode: SANFORD FL 32773 Property Address: 118 HIDDEN LAKE DR SANFORD 32773 Subdivision Name: HIDDEN LAKE UNIT 1-A Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$80,880 Depreciated EXFT Value: \$0 Land Value (Market): \$17,800 Land Value Ag: \$0 Just/Market Value: \$98,680 Assessed Value (SOH): \$81,519 Exempt Value: \$25,000 Taxable Value: \$56,519</p>																																								
<p style="text-align: center;">SALES</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>0736</td> <td>\$91,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/2001</td> <td>04092</td> <td>0735</td> <td>\$76,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1997</td> <td>03318</td> <td>1756</td> <td>\$66,900</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>01/1997</td> <td>03185</td> <td>1689</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1973</td> <td>00993</td> <td>0598</td> <td>\$28,700</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	0736	\$91,000	Improved	WARRANTY DEED	05/2001	04092	0735	\$76,500	Improved	WARRANTY DEED	10/1997	03318	1756	\$66,900	Improved	PROBATE RECORDS	01/1997	03185	1689	\$100	Improved	WARRANTY DEED	01/1973	00993	0598	\$28,700	Improved	<p style="text-align: center;">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$1,347 2003 Tax Bill Amount: \$1,147 Savings Due To SOH: \$199 2003 Taxable Value: \$54,999</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>				
Deed	Date	Book	Page	Amount	Vac/Imp																																					
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>17,800.00</td> <td>\$17,800</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	17,800.00	\$17,800	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 4 BLK D HIDDEN LAKE UNIT 1-A PB 17 PG 51</p>																												
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			Appendage / Sqft	SCREEN PORCH FINISHED / 185																																						
<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>																																										

115093

FILE #: 8652-2 AMOUNT: \$3,500.00 DATE: 03/04/04 CODE:
PAYEE: -- Seminole County CK #: 115093 ALT:
SELLER(S) -- MICHAEL A. MURPHY and SHERRI MURPHY
BUYER(S) -- SUNNY HOMES, INC.
PROPERTY LOCATION --
118 HIDDEN LAKE ESTATES, SANFORD, FLORIDA 32773

Mortgage Payoff

FOLD BEFORE DETACHING AT PERFORATION — RETAIN THIS STATEMENT

BRIDGE TOP OF CHECK PAGE AND ENDORSEMENT LINES ON BACK CONTAIN MICROPARTICLE PRINTING. MAGNIFY TO VERIFY ORIGINAL DOCUMENT.

FASSETT, ANTHONY & TAYLOR, P.A.
TRUST ACCOUNT #2
1325 W. COLONIAL DRIVE
ORLANDO, FLORIDA 32804

AMSOUTH
AMSOUTH BANK OF FLORIDA
63-466/631

115093

FILE #: 8652-2 115093

PAY THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ***

03/04/04 *****\$3,500.00*

TO THE ORDER OF: Seminole County

CHECK VOID AFTER 90 DAYS
[Handwritten Signature]

⑈ 115093⑈ ⑆063104668⑆ 1305014652⑈

WARNING: THIS DOCUMENT HAS A SECURITY COLOR BACKGROUND ON FACE AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK.

Security Features: See Warning Bands and Back for Details

49/50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
24th day of OCTOBER 1997 by and between Michael Murphy, a
married person, hereinafter referred to the "Mortgagor" and Seminole County, a political
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$3,375.00), 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. HOMEOWNER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4520 S. HWY 17-92
CASSELBERRY, FL 32707

OFFICIAL RECORDS
BOOK PAGE
3318 1768
SEMINOLE CO. FL

MARYANNE ROSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
119304

RECORDED & VERIFIED
1997 OCT 30 AM 11:34

pc

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.

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.

OFFICIAL RECORDS
BOOK PAGE
3318 1770
SEMINOLE CO. FL

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.

Mark Wright

Print Name: MARK WRIGHT

Anita Murphy

Print Name: ANITA MURPHY

Print Name:

Print Name:

Michael D. Murphy

Print Name: Michael Murphy

Michael A Murphy

Print Name:

Sherri L Murphy

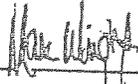
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of OCTOBER, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared MICHAEL MURPHY, A MARRIED MAN
and SHERY L. MURPHY, who executed the foregoing instrument and who
acknowledge before me that he/shs/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who
did not take an oath.

OFFICIAL RECORDS
BOOK
PAGE
318 / 1771
SEM. CO. FL

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



Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: MARCH 2, 1999

MARK WRIGHT
BY COMMISSION # CC439144 EXPIRES
March 2, 1999
INSURED THROUGH TRISTAR INSURANCE, INC.

MARK WRIGHT
BY COMMISSION # CC439144 EXPIRES
March 2, 1999
INSURED THROUGH TRISTAR INSURANCE, INC.



EXHIBIT A

Lot 4, Block D, HIDDEN LAKE, UNIT 1-A, according to the Plat
thereof as Recorded in Plat Book 17, Pages 50, 51 and 52, of
the Public Records of SEMINOLE County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3318 1772
SEMINOLE CO. FL

File No: 41626

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

COPY

OFFICIAL RECORDS
BOOK PAGE
3318 1773
SEMINOLE CO. FL

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 & 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 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 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
ALTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4530 S. US HWY 1
CASSELBERRY, FL 32707

OFFICIAL RECORDS
BOOK PAGE
3318 1774
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.

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 PAGE
3318 1775
SEMINOLE CO. FL

Print Name: MARK WRIGHT

Print Name: Michael Murphy

Print Name: ANITA MURPHY

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of OCTOBER, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL MURPHY 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 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.

MARK WRIGHT
NOTARY COMMISSION # CC439144 EXPIRES
March 2, 1999
ISSUED THRU TROY FAHNSBURGER, INC.

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: MARCH 2, 1999

EXHIBIT A

Lot 4, Block D, HIDDEN LAKE, UNIT 1-A, according to the Plat thereof as Recorded in Plat Book 17, Pages 50, 51 and 52, of the Public Records of SEMINOLE County, Florida.

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BOOK PAGE
3318 1776
SEMINOLE CO. FL

File No: 41628

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Michael Murphy
Property Address: 118 Hidden Lake Drive
Sanford, FL 32773

OFFICIAL RECORDS
BOOK PAGE
3318 1777
SEMINOLE COUNTY, FL

This Agreement is entered into this 26th day of August, 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 Michael Murphy
(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/hers/their principal residence and that, at the time of application and approval, his/hers/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (80% 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.

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

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

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded in downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/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.

3318 1778
SEMOLETA, FL
OFFICIAL RECORDS
BOOK PAGE

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), 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.

SEMINOLE COUNTY, FLORIDA

[Signature]
Gary Kaiser, County Manager

Date: _____

WITNESS:

[Signature]
MARY MANTZARIS

OFFICIAL RECORDS
BOOK 0998
PAGE 1779
SEMINOLE CO. FL

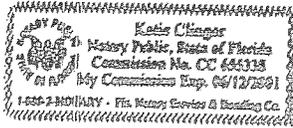
WITNESSES

[Signature]
MARY RHODES
MARY RHODES

[Signature]
MARK PRITCH
MARK PRITCH

HOMEBUYER

[Signature]
MICHAEL R. MURPHY
[Signature]
SHERRY J. MURPHY
Date: 8/26/07



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

The foregoing instrument was acknowledged before me this 26th day of AUGUST, 1997, by Michael R. Murphy + Sherry J. Murphy, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.

[Signature]
Print Name Katie Clinger

Notary Public in and for the County and State Aforementioned.

My commission expires: 10/2/2001

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, Florida 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated June 18, 2002, and recorded in Official Records Book 04441, Pages 0736 through and including 0738, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND AND FIVE HUNDRED AND FIFTY-FIVE AND 60/100 DOLLARS (\$7,555.60) (the "Note"), dated June 18, 2002, and recorded in the Official Records Book 04441, Pages 0739 through and including 0740, Public Records of Seminole County, Florida, which encumbered the property located at 201 Lilac Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 15, ALDEAN GARDENS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 18 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 14-21-29-506-0000-0150

(the "Property,") were made by Rhonda S. Travis, 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 sell, convey, lease, otherwise dispose of the rehabilitated improvements or the real property, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within years five (5) years from the date of the Mortgage and the Note; and

WHEREAS, said Note provided a schedule of the amounts becoming due and payable to Seminole County in case of default of the deferment; and

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

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

WHEREAS, the Owner has paid to Seminole County the amount due and owing under the schedule provided in said 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 SIX THOUSAND AND FORTY-FOUR AND 48/100 DOLLARS (\$6,044.48), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 5, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, 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 _____, 2004.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

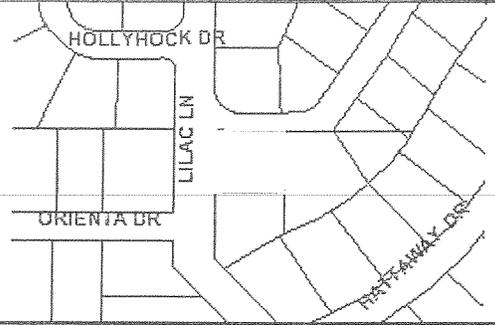
For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Personal Property Please Select Account

PARCEL DETAIL	REAL ESTATE	PERSONAL PROPERTY	TAX ROLLS	SALES SEARCH																																									
 <p>Seminole County Property Appraiser Services 1101 E. First St. Spartan Fl. 32771 407-655-7546</p>																																													
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 14-21-29-506-0000-0150 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: TRAVIS RHONDA S Exemptions: 00-HOMESTEAD</p> <p>Address: 201 LILAC LN</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32701</p> <p>Property Address: 201 LILAC LN ALTAMONTE SPRINGS 32701</p> <p>Subdivision Name: ALDEAN GARDENS</p> <p>Dor: 01-SINGLE FAMILY</p>			<p style="text-align: center;">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$88,967</p> <p>Depreciated EXFT Value: \$5,332</p> <p>Land Value (Market): \$19,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$113,299</p> <p>Assessed Value (SOH): \$83,148</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$58,148</p>																																										
<p style="text-align: center;">SALES</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>SPECIAL WARRANTY DEED</td> <td>10/1997</td> <td>03317</td> <td>1521</td> <td>\$78,900</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>09/1997</td> <td>03294</td> <td>0755</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1993</td> <td>02640</td> <td>0162</td> <td>\$82,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1989</td> <td>02096</td> <td>0144</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01143</td> <td>1504</td> <td>\$42,500</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	SPECIAL WARRANTY DEED	10/1997	03317	1521	\$78,900	Improved	CERTIFICATE OF TITLE	09/1997	03294	0755	\$100	Improved	WARRANTY DEED	08/1993	02640	0162	\$82,000	Improved	WARRANTY DEED	07/1989	02096	0144	\$100	Improved	WARRANTY DEED	01/1977	01143	1504	\$42,500	Improved	<p style="text-align: center;">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$1,413</p> <p>2003 Tax Bill Amount: \$970</p> <p>Savings Due To SOH: \$443</p> <p>2003 Taxable Value: \$56,598</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>						
Deed	Date	Book	Page	Amount	Vac/Imp																																								
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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.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																													

COAST TO COAST TITLE SERVICES, INC.
ORLANDO ESCROW ACCOUNT

038198

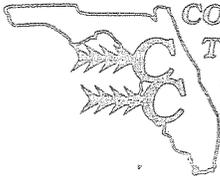
**** REAL ESTATE CLOSING ****

Buyer/Borrower: TRAVIS
Seller:
Lender: ARGENT MORTGAGE COMPANY, LLC
Property: 201 LILAC LANE/ALTAMONTE
Settlement Date: March 1, 2004
Disbursement Date: March 5, 2004
Check Amount: \$ 6,044.48
Pay To: SEMINOLE COUNTY
For:
Payoff second mortgage
RHONDA TRAVIS
201 LILAC LANE; ALTAMONTE SPRINGS, FL 32701

0056195811-9606

Closer/Responsible Party: ROBIN

THIS ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDERS (SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES)



COAST TO COAST TITLE SERVICES INC.
ESCROW ACCOUNT
120 UNIVERSITY PARK DRIVE, SUITE 280
WINTER PARK, FLORIDA 32792
PHONE: 407-671-8116
FAX: 407-671-8226

RBC CENTURA BANK
2 S. ORANGE AVE.
ORLANDO, FLORIDA 32801
63-1288/670

038198

13208

Six Thousand Forty Four and 15/100

DATE

AMOUNT
Dollars

March 5, 2004

\$ *****6,044.48

PAY
TO THE
ORDER
OF

AUTHORIZED SIGNATURE

Robert Gidd

SEMINOLE COUNTY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

038198 0056195811-9606

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 03441 PG 0736
CLERK'S # 2002897932
RECORDED 05/21/2002 09:53:59 AM
NTB DOC TAX 25.60
RECORDING FEE 24.00

SHIP Rehabilitation Mortgage

This Mortgage entered into this 18th day of June, 2002,

Between Rhonda Travis, hereinafter referred to as "Owner," and Seminole County, 1101 E. First Street, Sanford, Florida 32771 a political subdivision of the State of Florida, hereinafter "County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners for purposes of assisting said owners in the repair and rehabilitation of certain improvements (their existing housing) found upon such owned real property; said real property being located at: 201 Lilac Lane, Altamonte Springs, Florida 32701 And said property being legally described as; #14-21-29-506-0000-0150 Lot 15 Aldean Gardens according to the Plat thereof as recorded in Plat Book 15 Page 18 of the Public Records of Seminole County Florida or described in

Exhibit A attached hereto and made a part hereof.

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

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

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner 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

Meals in wheels

ENDORSED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY FLORIDA
MUN 0 1 2002

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.

B. Brinman
Signature of Witness -
B BRINMAN
Print name

Rhonda S. Travis
Signature of Owner
Rhonda Travis
Print name

Signature of Witness -

Print name

Signature of Owner

Print name

STATE OF FLORIDA
COUNTY OF SEMINOLE

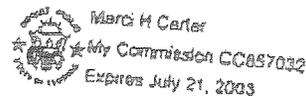
BEFORE ME personally appeared Rhonda Travis to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18th day of June, 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

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



SHIP Deferred Payment Promissory Note

NAME: Rhonda Travis

CASE NO. _____

AMOUNT: \$7555.60

DATE: 6-18-02

ADDRESS: 201 Lilac Lane, Altamonte Springs, Florida 32701

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 Seven Thousand Five Hundred Fifty Five and 60/100 dollars (\$ 7555.60). 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.

FILE NUM 2002897932
OR BOOK 04441 PAGE 0740

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:

B. Drinnan
Signature of Witness

Rhonda S. Travis
Signature of Owner

B. DRINNAN
Print Name

Rhonda Travis
Print Name

Signature of Witness

Signature of Owner

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

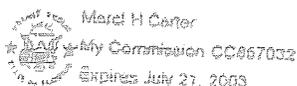
BEFORE ME personally appeared Rhonda Travis to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18th day of June, 2002.

Marci H Carter
(Notary Signature)

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

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



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, Florida 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 29, 1999, and recorded in Official Records Book 3643, Pages 0752 through and including 0756, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Eight Thousand Two Hundred Fifty and No/100 Dollars (\$8,250.00) (the "Note"), dated April 29, 1999, and recorded in the Official Records Book 3643, Pages 0757 through and including 0759, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 1, 1999 recorded in Official Records Book 3643, pages 0760 through and including 0762, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1600 Mellonville Ave., Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 37, SAN LANTA THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 31-19-31-505-0000-0370

(the "Property,") were made by Juanita Williams, 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 has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amount 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;

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of Eight Thousand Two Hundred Fifty and No/100 Dollars (\$8,250.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 14, 2004, pursuant to the terms of the Mortgage, Note, and Agreement, 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 _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

<p>PARCEL DETAIL</p>  <p>Seminole County Property Appraiser Services 1111 E. Kings St. Sanford FL 32771 407-665-7500</p>	<p>REAL ESTATE PERSONAL FINANCE RECORDS ASSESSMENT</p> <p style="text-align: right;">◀ ◁ Back ▷ ▶</p>																																																												
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 31-19-31-505-0000-0370 Tax District: S1-SANFORD</p> <p>Owner: WILLIAMS JUANITA Exemptions: 00-HOMESTEAD</p> <p>Address: 1600 S MELLONVILLE AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 1600 MELLONVILLE AVE SANFORD 32771</p> <p>Subdivision Name: SAN LANTA 3RD SEC</p> <p>Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$48,719</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$59,719</p> <p>Assessed Value (SOH): \$50,937</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$25,937</p>																																																												
<p style="text-align: center;">SALES</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>04/1999</td> <td>03643</td> <td>0744</td> <td>\$50,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1998</td> <td>03483</td> <td>0957</td> <td>\$38,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>05/1998</td> <td>03420</td> <td>0436</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>03/1998</td> <td>03392</td> <td>1456</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1997</td> <td>03216</td> <td>1812</td> <td>\$23,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1997</td> <td>03216</td> <td>1811</td> <td>\$23,500</td> <td>Improved</td> </tr> <tr> <td>PROBATE RECORDS</td> <td>03/1997</td> <td>03203</td> <td>0713</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1981</td> <td>01367</td> <td>0151</td> <td>\$37,900</td> <td>Improved</td> </tr> <tr> <td>TRUSTEE DEED</td> <td>10/1981</td> <td>01367</td> <td>0148</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	04/1999	03643	0744	\$50,000	Improved	SPECIAL WARRANTY DEED	08/1998	03483	0957	\$38,000	Improved	SPECIAL WARRANTY DEED	05/1998	03420	0436	\$100	Improved	CERTIFICATE OF TITLE	03/1998	03392	1456	\$100	Improved	WARRANTY DEED	03/1997	03216	1812	\$23,500	Improved	WARRANTY DEED	03/1997	03216	1811	\$23,500	Improved	PROBATE RECORDS	03/1997	03203	0713	\$100	Improved	WARRANTY DEED	11/1981	01367	0151	\$37,900	Improved	TRUSTEE DEED	10/1981	01367	0148	\$100	Improved	<p style="text-align: center;">2003 VALUE SUMMARY</p> <p>Tax Value(without SOH): \$533</p> <p>2003 Tax Bill Amount: \$396</p> <p>Savings Due To SOH: \$137</p> <p>2003 Taxable Value: \$24,987</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																																								
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>11,000.00</td> <td>\$11,000</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	11,000.00	\$11,000	<p style="text-align: center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 37 SAN LANTA 3RD SEC PB 13 PG 75</p>																																																
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LOT	0	0	1.000	11,000.00	\$11,000																																																								
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Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																																				
1	SINGLE FAMILY	1970	5	975	1,365	975	BRICK+WOOD COMBO	\$48,719	\$57,656																																																				
	Appendage / Sqft	OPEN PORCH FINISHED / 100																																																											
	Appendage / Sqft	CARPORT FINISHED / 210																																																											
	Appendage / Sqft	UTILITY UNFINISHED / 80																																																											
<p>NOTE: 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>																																																													



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

WACHOVIA BANK
TAMPA, FL

88-751/831

00004503

NO. 004503

DATE 04/14/04

GF NO. File: 04-0312-s

PAY Thirteen thousand nine hundred sixty seven and 57/100 Dollars

\$ **13,967.57

TO THE
ORDER
OF

Seminole County Government

VOID AFTER 90 DAYS
Sandra R. Wheat NP
Georgine Sawyer NP
TWO SIGNATURES REQUIRED

⑈004503⑈ ⑆063107513⑆ 2000020370187⑈

Payee: Seminole County Government; ,
Check Date: 04/14/04 Amount: \$**13,967.57 Check No.: 004503 Order Number: 04-0312-s

Hud Description
111 Pay Seminole County
Property Address: 1600 S. Mellonville Avenue Sanford FL 32771
Seller: Buyer: JUANITA WILLIAMS

Total:
13,967.57

NO. 004503

4

45

Seminole County Homeownership Assistance Program
Second Mortgage Deed

MARYANNE WESS
CLERK OF COUNTY
SEMINOLE COUNTY
37200

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29th day of April 1999 by and between Juanita Williams, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

RECORDED & VERIFIED
MAY -5 1999

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$8,250.00), 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:

OFFICIAL RECORDS
3643
0752

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)(c), FLORIDA STATUTES

This instrument was prepared by:
AFTR RECORDING RETURN TO:
SRP HOME BUYER ASSISTANCE
PROGRAM - ATTN: SHARON BELL
400 S. HWY 17-82
ORLANDO, FL 32707

REVISION ID: STEPHEN BROOKS

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.

SECTION: RECORDS
BOOK: 3643
PAGE: 0753
SERIAL: 17

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 Eight Thousand Two Hundred Fifty Dollars and 00/100 (\$8,250.00) 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 and these presents the day and year first above written.

Pam Hughes
Print Name: Pam Hughes

Juanita Williams
Print Name: Juanita Williams
1600 Mellonville Ave., Sanford, FL 32711

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

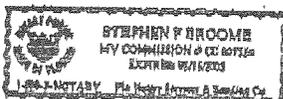
Print Name:

3643 0754
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF ~~SPANOLA~~ ORANGE

I HEREBY CERTIFY that on this 29th day of April, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Janette Williams
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 FL 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: Stephen F. Broome
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3643 0755
SEMIWOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 37, SAN LANTA THIRD SECTION, according to the plat thereof
as recorded in Plat Book 13, Page 75, of the Public Records of
Seminole County, Florida.

SEMINOLE RECORDS
BOOK PAGE
3643 0756
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$8,250.00

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 Eight Thousand Two Hundred Fifty Dollars and 00/100 (\$8,250.00). 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:

RECORDS SECTION PAGE 0757

- 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 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: E.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF 1400 S. US HWY 1 GADSDEN, 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.

SEMINOLE COUNTY, FL
3643 0750
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.

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: Pam Hughes

[Signature]
Print Name: Juanita Williams
1600 Mallonville Ave., Sanford, FL 32771

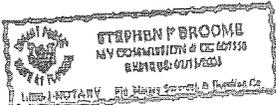
Print Name: _____

3643 0759
SEMINOLE CO. FL
OFFICIAL RECORDS
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STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~

I HEREBY CERTIFY that on this 29th day of April, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JUANITA WILLIAMS 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 [Signature] as identification and who did not take an oath.

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



[Signature]
Name: STEPHEN F. BROOME
Notary Public
Serial Number
Commission Expires:

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Juanita Williams

Property Address: 1600 Mellonville Ave., Sanford, FL 32771

This Agreement is entered into this 1st day of March, 1999, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 Low First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Juanita Williams, a single person

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (12 U.S.C. 1701 or 1702), 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 set forth in 24 CFR Part 92 as amended or revised 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 insured 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 \$2,250.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the insured 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 set forth in 24 CFR Part 92 Subpart P, 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 SFIP 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.

3643 0760
OFFICIAL RECORDS
BOOK PAGE

The HOMEBUYER maintains 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 F. 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 updated for lead-based paint existence.)
 - Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

SEMINOLE CO. FL

3543 0161

SECTION RECORDS BOOK PAGE

2. RECORDS AND JURY

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 THIS AGREEMENT

This 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 THIS AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the market 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 herein shall discriminate against any person or group of persons on account of 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:

Cindy Cato
Cindy Cato, ACTING County Manager

Date:

WITNESSES AS TO HOMEBUYER(S):

Cynthia K. Smith
Cynthia K. Smith

HOMEBUYER

Juanita Williams
Juanita Williams
1600 Mellonville Ave., Sanford, FL 32771

Daniel L. Montes

Date: 3/1/99

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Seminole)



James A. Montes
NOTARY PUBLIC
October 12, 2000
65000 State Street, Sanford, FL, 32771

The foregoing instrument was acknowledged before me this 1st day of March, 1999, by Juanita Williams, who is personally known to me or who has produced as identification. Ms. Williams is personally known to me.

James A. Montes
Print Name: James A. Montes

Notary Public in and for the County and State Aforementioned.

My commission expires: October 22, 2000

Print Name (Homeowner)

Document Prepared By
and Return To:
(AFTER RECORDING)

E.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4800 South Highway 17-00
Gainesville, FL 32607

3643
SEMINOLE COUNTY
FL
0762
RECORDS
BOOK

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, Florida 32771

SATISFACTION OF EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement (the "Memorandum") dated November 28, 2001 and recorded in Official Records Book 04227, Pages 1433, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement (the "Agreement"), notification for which is provided in the recorded Memorandum were entered into by Juanita Williams, (the "Owner") and Meals On Wheels, Etc., Inc., ("Subgrantee") for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Memorandum and Agreement encumbered the property located at 1600 Mellonville Ave., Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 37, SAN LANTA THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-505-0000-0370

(the "Property"), and

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

WHEREAS, said Agreement granted to Seminole County a certain interest in the Property should the Owner cease to own and occupy the Property through transfer of title, sale, lease or in any other manner dispose of the aforementioned property within five (5) years from the date of the said Agreement.; and

WHEREAS, said Agreement granted to Seminole County a certain interest in the Property should the Owner cease to occupy, through transfer of title, sale, lease, or in any other manner divest herself

of an interest in the Property within five (5) years from the date of the agreement; and

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

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

WHEREAS, the Agreement provides a schedule of amounts due to Seminole County based on period elapsed from the date of the Agreement until the date of breach; and

WHEREAS, the schedule in the Agreement indicates that sixty percent (60%) of the total sum received by the Owner is currently due to Seminole County; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the Three Thousand Four Hundred Thirty and No/100 Dollars (\$3,430.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 14, 2004, pursuant to the terms of the Memorandum 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 Memorandum 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 _____, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

P:\Users\CAINTERN\Brikena Tomasic\Satisfaction of Agrmt- dwnpymnt assist - payment made--
Juanita Williams.doc

PARCEL DETAIL																																																														
 Seminole County Property Appraiser Services 1011 W. Bay St. Sanford, FL 32771 407-665-7500																																																														
<p style="text-align: center;">GENERAL</p> Parcel Id: 31-19-31-505-0000-0370 Tax District: S1-SANFORD Owner: WILLIAMS JUANITA Exemptions: 00-HOMESTEAD Address: 1600 S MELLONVILLE AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 1600 MELLONVILLE AVE SANFORD 32771 Subdivision Name: SAN LANTA 3RD SEC Dor: 01-SINGLE FAMILY		<p style="text-align: center;">2004 WORKING VALUE SUMMARY</p> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$48,719 Depreciated EXFT Value: \$0 Land Value (Market): \$11,000 Land Value Ag: \$0 Just/Market Value: \$59,719 Assessed Value (SOH): \$50,937 Exempt Value: \$25,000 Taxable Value: \$25,937																																																												
<p style="text-align: center;">SALES</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>04/1999</td><td>03643</td><td>0744</td><td>\$50,000</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>08/1998</td><td>03483</td><td>0957</td><td>\$38,000</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>05/1998</td><td>03420</td><td>0436</td><td>\$100</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>03/1998</td><td>03392</td><td>1456</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>03/1997</td><td>03216</td><td>1812</td><td>\$23,500</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>03/1997</td><td>03216</td><td>1811</td><td>\$23,500</td><td>Improved</td></tr> <tr><td>PROBATE RECORDS</td><td>03/1997</td><td>03203</td><td>0713</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>11/1981</td><td>01367</td><td>0151</td><td>\$37,900</td><td>Improved</td></tr> <tr><td>TRUSTEE DEED</td><td>10/1981</td><td>01367</td><td>0148</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	04/1999	03643	0744	\$50,000	Improved	SPECIAL WARRANTY DEED	08/1998	03483	0957	\$38,000	Improved	SPECIAL WARRANTY DEED	05/1998	03420	0436	\$100	Improved	CERTIFICATE OF TITLE	03/1998	03392	1456	\$100	Improved	WARRANTY DEED	03/1997	03216	1812	\$23,500	Improved	WARRANTY DEED	03/1997	03216	1811	\$23,500	Improved	PROBATE RECORDS	03/1997	03203	0713	\$100	Improved	WARRANTY DEED	11/1981	01367	0151	\$37,900	Improved	TRUSTEE DEED	10/1981	01367	0148	\$100	Improved	<p style="text-align: center;">2003 VALUE SUMMARY</p> Tax Value(without SOH): \$533 2003 Tax Bill Amount: \$396 Savings Due To SOH: \$137 2003 Taxable Value: \$24,987 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS
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<p><small>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</small></p> <p><small>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</small></p>																																																														

SOMERS TITLE COMPANY
ESCROW ACCOUNT
915 OAKFIELD DRIVE, SUITE A
BRANDON, FL 33511
(813) 876-7000

WACHOVIA BANK
TAMPA, FL
85-751621

00004503

NO. 004503

DATE 04/14/04
GF NO. File: 04-0312-s

PAY Thirteen thousand nine hundred sixty seven and 57/100 Dollars

\$ **13,967.57

TO THE
ORDER
OF

Seminole County Government

VOID AFTER 90 DAYS
Sandra R. Wheat RP
Georgene Lynhor RP
TWO SIGNATURES REQUIRED

⑈004503⑈ ⑆063207513⑆ 2000020370187⑈

Payee: Seminole County Government; ,
Check Date: 04/14/04 Amount: \$**13,967.57 Check No.: 004503 Order Number: 04-0312-s

Hud	Description	Total
111	Pay Seminole County	13,967.5

Property Address: 1600 S. Mellonville Avenue Sanford FL 32771
Seller: Buyer: JUANITA WILLIAMS

NO. 004503

MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

YOU ARE NOTIFIED of an agreement between JUANITA WILLIAMS as OWNER, whose mailing address is 1600 MELONVILLE, SANFORD, FLORIDA 32771, and the SUBRECIPIENT, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 SAND POND ROAD, LAKE MARY, FLORIDA 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/her primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at 1600 MELONVILLE, SANFORD,, Seminole County, Florida 32771, and is legally described as: LOT 37, SAN LANTA THIRD SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

WITNESSES Louise Samson
SIGNATURE
Louise Samson
PRINT NAME

OWNER(S) Juanita Williams
SIGNATURE
JUANITA WILLIAMS
PRINT NAME

SIGNATURE
PRINT NAME

SIGNATURE
PRINT NAME

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 28th day of November, 2001 by Juanita Williams and _____, who are personally known to me or who have produced _____ as identification.

Print Name MARCI H CARTER
Notary Public in and for the County and State
Aforementioned.

 Marci H Carter
My Commission CC857032
Expires July 21, 2003

My commission expires: 7.21.03

This instrument was prepared by:
Meals On Wheels, Etc., Inc.
1097 Sand Pond Road
Lake Mary, FL 32746

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

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 04227 PG 1433
FILE NUM 2001782420
RECORDED 11/28/2001 11:23:04 AM
RECORDING FEES 6.00
RECORDED BY L McKinley

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Maryanne Morse
DEPUTY CLERK

NOV 28 2001

SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of November, 2001 by and between Juanita Williams, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals On Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, Juanita Williams is the OWNER in fee simple of the following described land, to wit: Lot 37 San Lanta Third Section according to the Map or Plat thereof as recorded in Plat Book 13 Page 75 of the Public Records of Seminole County Florida,

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

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

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

WHEREAS, OWNER agrees that the COUNTY shall be entitled to recover certain portions of the grant should the OWNER cease to own and occupy the aforementioned property through transfer of title, sale, lease, or in any other manner dispose of the aforementioned property within a Five (5) year period, as applicable, from the date of this Agreement;

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

Section 1. General.

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

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

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

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

(e) The following attachments are incorporated and made part of this Agreement. Specific attachments to this Agreement include:

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

Section 2. OWNER's Responsibility.

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of Five Thousand Seven Hundred Seventeen and no/100 DOLLARS (\$ 5717.00), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

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

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

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

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

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

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

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

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

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

Section 3. SUBGRANTEE's Responsibilities.

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

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

(c) The SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings shall comply with the Contract Documents, Plans, specifications and any supplements thereof. Only new, first class material and labor which is in compliance with the specifications and furnished according to the Plans will be accepted by the SUBGRANTEE.

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

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

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

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

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

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

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

(g) The SUBGRANTEE shall assure that the rate of progress of the Project is sufficient to insure completion by the agreed completion date. The SUBGRANTEE shall be the final determinant as to claims or questions arising out of the measurement of the Contract completion date. Any requests for adjustments to the Contract completion shall be made in writing to the SUBGRANTEE who shall have final say as to its appropriateness.

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

WITNESSES:

OWNER:

Louise Samson
Signature
Louise Samson
Print Name

Juanita Williams
Signature
Juanita Williams,

Signature

Signature

Print Name

Address: 1600 Mellonville Sanford, Florida

WITNESSES:

SUBGRANTEE:

Louise Samson
Signature
Louise Samson
Print Name

Marci Carter
Signature
MARCI H CARTER
Print Name

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

HB/gn

7/5/94

CDBG/SUBRECP.AGT

ERSUBREP.AGT 12-28-94 TMR