

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage – (6)

DEPARTMENT: Planning & Development DIVISION: Community Resources

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

Agenda Date <u>08/26/2003</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 six Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On February 11, 1994 Seminole County assisted Stephanie Woods and Robert Woods with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Stephanie Woods and Robert Woods resided in their home for a twenty or thirty year period. However, Stephanie Woods and Robert Woods breached the mortgage agreement by applying to refinance their home prior to this twenty or thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Stephanie Woods and Robert Woods did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Stephanie Woods and Robert Woods (see attached).

On March 14, 1996 Seminole County assisted Linda Lopez with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Linda Lopez resided in the house for a thirty year period. However, Linda Lopez breached the mortgage agreement by applying to refinance her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Linda Lopez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Linda Lopez (see attached).

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>

On May 30, 1997 Seminole County assisted Travis D. Costen and Andrea L. Costen with down payment assistance in the amount of \$3,050.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Travis D. Costen and Andrea L. Costen resided in the house for a ten year period. However, Travis D. Costen and Andrea L. Costen breached the mortgage agreement by selling their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Travis D. Costen and Andrea L. Costen did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Travis D. Costen and Andrea L. Costen (see attached).

On October 15, 1999 Seminole County assisted Loretta Giorella with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On March 16, 2000 Seminole County assisted Jeremiah & Jamie Dickerson with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On December 9, 1999 Seminole County assisted Khadijatu Turay with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgage on the units to remove the now-satisfied lien.

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 11th day of February, 1994 from Stephanie Woods & Robert Woods, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Dollars and no 00/100 (\$3,000.00) which mortgage is recorded in Official Records Book 2732, Page 1030, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Dollars and no 00/100 (\$3,000.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Downpayment Assistance Program

Second Mortgage Deed

SEMINOLE CO. FL.

2732 1030

OFFICIAL RECORDS
PAGE

THIS SECOND MORTGAGE DEED, executed the 11th day of February, 1998, A.D. by STEPHANIE WOODS and ROBERT L. WOODS, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 East First Street Sanford, Florida 32771, hereinafter called the Mortgagee:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO
SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF
INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.813(1) AND 199.185(1)(d)
FLORIDA STATUTES

(P) This instrument was prepared by:
B. MOTTMAN
FIDELITY NATIONAL TITLE
5554 LAKE HOWELL ROAD
WINTER PARK, FLORIDA 32792
FILE 79331845

MARYANNE MORSE
CLERK OF CIRCUIT CT.
539719

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED
9: FEB 23 AM 8:35

14

199 F02 FEB 14 '84 15:40
Downpayment Assistance Program

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, 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 this 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, included lawyer'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 Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this 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 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 the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this 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 Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner-occupied and not be rented, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rata percentage for each year of occupancy (i.e., 5% per year for a twenty (20) year mortgage, or 3.3% per year for a thirty (30) year mortgage) as applicable.

2732 1031
OFFICIAL RECORDS
PAGE
SEMINOLE CO. FL.

Downpayment Assistance Program

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

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

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: BARBARA L. HOFFMAN

[Signature]
Print Name: CHRIS BOYLE

Print Name: _____

Print Name: _____

MORTGAGOR:

[Signature]
Print Name: Stephanie Woods
1101 East Flamingo St. Seaside

[Signature]
Print Name: Robert L. Woods

OFFICIAL RECORDS
PAGE 1033
BOOK 2732
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of February, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Stephanie Woods and Robert L. Woods, 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~~

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

[Signature]
Name: BARBARA L. HOFFMAN
Notary Public
Serial Number
Commission Expires:



OFFICIAL SEAL
BARBARA L. HOFFMAN
My Commission Expires
May 22, 1998
Comm. No. CC 196316

EXHIBIT "A"

Lot 105, SAN LANTA, THIRD SECTION, according to the plat thereof as recorded in Plat Book 13, Page 75, Public Records of Seminole County, Florida.

2732 1034
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL.

Downpayment Assistance Program

EXHIBIT "B"

SECOND MORTGAGE NOTE

COPY

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND & NO/100 (\$ 3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

2732 1035
OFFICIAL RECORDS
BOOK PAGE

- A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

The maker of this Note or its successors shall be in default under any 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 199.183(1)(d)
FLORIDA STATUTES

This instrument was
prepared by:
T. HOFFMAN
FIDELITY NATIONAL TITLE
5534 LAKE HOWELL ROAD
WINTER PARK, FLORIDA 32792
FILE 79331844

SEMINOLE COUNTY DOWNPAYMENT ASSISTANCE PROGRAM

Downpayment Assistance Program

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

[Signature]
Print Name: BARBARA L. HOFFMAN

[Signature]
Print Name: STEPHANIE WOODS

[Signature]
Print Name: LUIS BOYLE

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of February, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Stephanie Woods 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 ~~not recorded~~

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

[Signature]
Name: BARBARA L. HOFFMAN
Notary Public
Serial Number
Commission Expires:



OFFICIAL SEAL
BARBARA L. HOFFMAN
My Commission Expires
May 22, 1996
Comm. No. CS 196316

2732 1036
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

SEMINOLE COUNTY

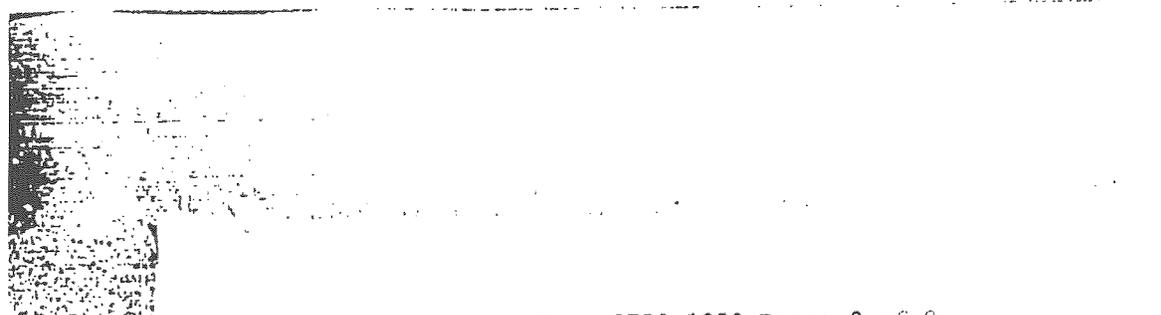
CDR: AGUIRRE / P/2004/1

COPY

EXHIBIT "A"

Lot 105, SAN LANTIA, THIRD SECTION, according to the plat thereof as recorded in Plat Book 13, Page 75, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
2732 1037
SEMINOLE CO. FL.



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 14th day of March, 1996 from Linda Lopez, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3048, Page 613, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

RETURN TO: *CONV* CLERK OF CIRCUIT COURT
 FIDELITY NATIONAL TITLE 849794
 2211 Lee Road, Ste. 210
 Winter Park, FL 32789
 Seminole County Homeownership Assistance Program

SEMINOLE COUNTY, FL.
 RECORDED & VERIFIED
 96 JUN -5 PM 2:02



237-1516.00
1.00

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 14th day of March 1996 by and between Linda Lopez, a single person and n/a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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)(c), FLORIDA STATUTES

This instrument was prepared by:
 ELAINE L. BARLOW
 S.H.I.P./C/O GREATER SEMINOLE COUNTY
 CHAMBER OF COMMERCE
 4590 SOUTH HIGHWAY 17-92
 CASSELBERRY, FLORIDA 32707

OFFICIAL RECORDS
 BOOK 3949
 PAGE 0613
 SEMINOLE CO. FL.

MARSHANE MORSE
 CLERK OF CIRCUIT COURT

820260

SEMINOLE COUNTY, FL.
 RECORDED & VERIFIED
 96 MAR 21 PM 1:50

OFFICIAL RECORDS
 BOOK 4082
 PAGE 1975
 SEMINOLE CO. FL.

THIS MORTGAGE IS BEING RECORDED TO INCLUDE THE EXHIBIT A

Palmerstone Title

Etto

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to, the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure proceeding shall be on the 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 to 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

OFFICIAL RECORDS
BOOK PAGE

0614

3182 1976

OFFICIAL RECORDS
BOOK PAGE

Seminole County Homeownership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ five (5) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ FIVE (5) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five Hundred and 00/100 dollars (\$ 3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Jean Eldred

 Print Name: Jean Eldred

Devinne Adams

 Print Name: Devinne Adams

 Print Name: _____

 Print Name: _____

Linda Lopez

 Print Name: Linda Lopez

429-62 Sheeah Blvd.
Winter Springs, FL

 Print Name: _____

SEMINOLE CO. FL. 3048 0615
 BOOK PAGE
 SEMINOLE CO. FL. 3082 1977
 BOOK PAGE
 OFFICIAL RECORDS

32708

Seminole County Homeownership Assistance Program



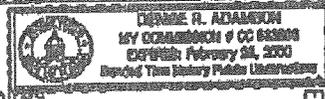
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14 day of March, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Linda Lopez
and None, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced drivers license as identification and who did
did not take an oath.

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

[Signature]

Name:
Notary Public
Serial Number
Commission Expires:



SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK PAGE
3948 0616
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK PAGE
3982 1978
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



EXHIBIT 'A'
LEGAL DESCRIPTION

3048 0617
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

LOT 22, BLOCK 5, REPLAT OF SHEET NO. 1 AND 2, NORTH ORLANDO TOWNSITE
4TH ADD., according to the Plat thereof, as recorded in Plat Book 14,
Page(s) 5 and 6, of the Public Records of SEMINOLE County, Florida.

1082 1979
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

Seminole County Homeownership Assistance Program



**EXHIBIT "B"
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Hundred & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

OFFICIAL RECORDS
 BOOK PAGE
 3148 0618
 OFFICIAL RECORDS
 BOOK PAGE
 3182 1980
 SEMINOLE COUNTY FL
 RECORDS CO. INC.

Seminole County Homeownership Assistance Program



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

This instrument was prepared by:

2003 JUL 18
SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK PAGE

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program



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

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

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

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

[Signature]
Print Name: Johanna Edwards

Linda Lopez 3-14-96
Print Name: Linda Lopez

[Signature]
Print Name: Denise Anderson

Print Name: _____

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
PAGE
3748
SEMINOLE CO. FL.
0620

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14 day of March, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Linda Lopez and N/A who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/ did not take an oath.

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

[Signature]
Name: _____
Notary Public
Serial Number _____
Commission Expires: _____



Prepared by:
Blaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 30th day of May, 1997 from Travis D. Costen & Andrea L. Costen, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Fifty Dollars and no 00/100 (\$3,050.00) which mortgage is recorded in Official Records Book 3248, Page 1940, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Fifty Dollars and no 00/100 (\$3,050.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Seminole County Homeownership Assistance Program



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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the 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.

3248 1941
OFFICIAL RECORDS SEMINOLE COUNTY, FL
BOOK PAGE
SEMINOLE CO. FL

RECORDED & VERIFIED

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of ~~three thousand and fifty and no/100ths~~ dollars (\$ 3,050.00) 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 hereunto signed and sealed these presents the day and year first above written.

[Signature]
Print Name: RUSSELL HEINLE

[Signature]
Print Name: myrtle n. Coonan

[Signature]
Print Name: VIVIAN B. WHEELER

[Signature]
Print Name: Andreas L. Coonan
2850 Grove Drive
Sanford, FL 32771

Print Name: _____

Print Name: _____

SEMINOLE CO. FL
3248 1942
OFFICIAL RECORDS
BOOK PAGE

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of May, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared TRAVIS D. COSTEN
and ANDREA L. COSTEN, his wife, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced 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,



Robert Rejzle
MY COMMISSION IS GOVERNOR APPROVED
MAY 18, 2001
RENEWED ONLY THROUGH REJZLE, INC.

[Handwritten Signature]
Name: ROBERT REJZLE
Notary Public
Serial Number CC617617
Commission Expires 05/16/2001

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3248 1943
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE

11101 P/V

AMOUNT: \$3,050.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of three thousand and Fifty and no/100 (\$3,050.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall 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), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X ten (10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

SEMINOLE CO. FL
3248 1945
OFFICIAL RECORDS
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Seminole County Homeownership Assistance Program

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

This instrument was prepared by:

Seminole Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-22
Casselberry, FL 32707

Elaine L. Balfow
G.H.O.P./HOME Funds Coordinator

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

3248 1946
SEMINOLE CO. FL
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, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



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

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

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

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

Print Name: RUSSELL HEINLE

Print Name: Travis D. Costen

Print Name: VIVIAN S. WHEELER

Print Name: ANDREW L. COSTEN
2850 Grove Drive
Sanford, FL 32771

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of May, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Travis D. Costen and Andrew L. Costen, his wife, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and would/did not take an oath.

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



Russell Heible
MY COMMISSION & CREDENTIALS EXPIRES
May 16, 2001
BONDERS EXHAUSTIVE LIFE INSURANCE CO.

Name: RUSSELL HEINLE
Notary Public
Serial Number CC617617
Commission Expires: 05/16/2001

3248 1947
SEM INOLE CO. FL
OFFICIAL RECORDS
BOOK 3248
PAGE 1947

16.7 (M&M) (LAW) (11/01)

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Travis D. Costen, joined by his wife Andrea Costen
2850 Grove Drive

Property Address:

This Agreement is entered into this 30th day of May, 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 Travis D. Costen, joined by his wife Andrea L.
(hereinafter "HOMEBUYER") Costen.

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 \$3,050.00 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 areas of Seminole County, Florida and has no
after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90%
when used with BHIP 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.

Printed Name

3248 1940
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK PAGE

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 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Environmental review Applicable Not Applicable
- c) Displacement, relocation and acquisition
 - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed assuring 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 12172 - 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

OFFICIAL RECORDS
BOOK PAGE
3248 1949
SEMINOLE CO. FL

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the isolated unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 2 (or 10) twenty (20) or 30 (or 30) years, as applicable.

5. OTHER PROVISIONS

Neither party herein 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 herein or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESSES:

Mary Veru Mantzaris
MARY VERU MANTZARIS

WITNESSES:

Laura Rodriguez
LAURA RODRIGUEZ
Jennifer A. Mansfield
JENNIFER A. MANSFIELD

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

SEMINOLE COUNTY, FLORIDA

Gary E. Kelsey
Gary E. Kelsey (County Manager)

Date: 3/24/97

HOMEBUYER

Travis D. Costen

TRAVIS D. COSTEN

Date: 3-10-97
Andria L. Costen

ANDRIA L. COSTEN
2850 Grove Drive
Sanford, FL 32771

3248
1950
SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK PAGE

The foregoing instrument was acknowledged before me this 10 day of April 1997 by Travis Costen who is personally known to me or who has produced CD 40255904 110160 as identification.

Jacqueline Rosado
Notary Public



JACQUELINE ROSADO
My Comm Exp. 10/24/97
Bonded By Service Iris
No. CC-125909
11 Months Exp. 1/10

Notary Public In and for the County and State aforesaid
My commission expires: _____

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 15th day of October, 1999 from Loretta Giorella, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3743, Page 0780, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Jul 8, 2003

430 Horizon Drive

3,500.00

SECURITY FIRST TITLE PARTNERS
OF ORLANDO, LTD.
ESCROW ACCOUNT
1315 TUSKAWILLA ROAD, SUITE 117
WINTER SPRINGS, FL 32708

WACHOVIA
CLEARWATER, FLORIDA

63-751/631

23132

July 8, 2003

PAY

****Three Thousand Five Hundred dollars & no cents****

****\$3,500.00**

TO THE
ORDER
OF

Seminole County Community Development Office

File No. ORL03/0099 430 Horizon Drive



AUTHORIZED SIGNATURE

⑈023132⑈ ⑆0631075131⑆ 2090002882085⑈

SECURITY FIRST TITLE PARTNERS OF ORLANDO, LTD.

23132

Wachovia Bank / Title Partners of Orlando - Accounting Period: July 2003 - Check Dated: July 8, 2003
File No.: ORL03/0099 - Reference: 430 Horizon Drive - Control:
Amount: 3,500.00 Payee: Seminole County Community Development Office
Printer: HP LaserJet 4000N on Jul 8, 2003 at 09:37 AM

105 SHIP Payoff

3,500.00

3,500.00

33
45

Seminole County Homeownership Assistance Program Second Mortgage Deed

OFFICIAL RECORDS
BOOK 3713 PAGE 0780

SEMINOLE CO., FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 15th day of October 1999 by and between Loretta Giorella, 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.)

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A valid purchase money First Mortgage between the Mortgagee

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DEEDS AND INSTRUMENTS BY SECTIONS 199.03 AND 199.04 OF THE FLORIDA STATUTES.

This instrument will be prepared by the RECORDED RETURN TO: SEMINOLE HOMEOWNERS ASSISTANCE PROGRAM, 1101 EAST FIRST STREET, SANFORD, FLORIDA 32771

MARYANNE NEASE
CLERK OF COUNTY CLERK

SEMINOLE COUNTY FL
RECORDS SECTION

OK 5/20

1999

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, sayth 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 in said note or this Second Mortgage accrued or thereafter accrued.

Provided that as set forth in the Second Mortgage Note, if the Mortgagor is in default and no payments shall be required on the part of the Mortgagee until the property is occupied by the Mortgagor and said property is not in default.

SECURITY CO., FL

3793 0791

OFFICIAL RECORDS
BPPV

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three Thousand Five Hundred Dollars and 00/100(\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Donna Keesling

Print Name: DONNA KEESLING

Loretta D. Giorella

Print Name: Loretta Giorella
 D.

Jody Sellers

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Address: 430 Horizon Drive
 Winter Springs, Florida 32708

SEMINOLE CO., FL

3743 0782

OFFICIAL RECORDS
 BOOK PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 101, THE SEASONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50,
PAGES 24 THRU 27, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

3743 0784
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK 50 PAGE 24

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

OFFICIAL RECORDS
BOOK

3743 0785

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 and 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors, in addition to 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 or 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 CO., FL

3743 0786

OFFICIAL RECORDS
BOOK 3115

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, and the rights of the lender shall be governed by the laws of the State of Florida. The terms of this Note shall be subject to the terms and conditions set forth 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.

Donna Keesling

Loretta D. Giorella

Print Name: DONNA KEESLING

Print Name: Loretta Giorella D.

Jody Sewers

Print Name:

Print Name: JODY SEWERS

Print Name:

Print Name:

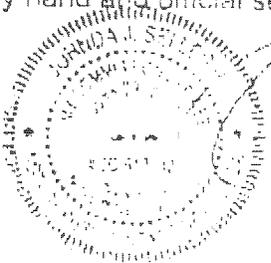
Print Name:

Address: 130 HORIZON DRIVE WINTER SPRINGS, FLORIDA 32708

STATE OF FLORIDA
COUNTY OF ~~Seminole~~ ORANGE

I HEREBY CERTIFY that on this 15th day of October, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LORETTA D. GIORELLA, A SINGLE WOMAN and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did not take an oath

WITNESS my hand and official seal in the County and State last named on



Name _____
Notary Public
State of Florida
Commission Expires _____

OFFICIAL RECORDS
BOOK
3743
0197
SEMINOLE CO., FL.

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): LORETTA D. GIORELLA
Property Address: 430 HORIZON DRIVE, WINTER SPRINGS, FL 32708

This Agreement is entered into this 8TH day of DECEMBER, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and LORETTA D. GIORELLA, 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 (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 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.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME conditions as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER shall have certified that the property is the borrower's principal residence and that, at the time of application, the borrower has been employed for at least 12 months by the same employer or has received income from the same source for at least 12 months.

(d) The property shall be used as the borrower's principal residence for the term of the agreement, and the borrower shall not use the property for any other purpose, including but not limited to, rental, investment, or business purposes. The borrower shall not use the property for any other purpose, including but not limited to, rental, investment, or business purposes.

OFFICIAL RECORDS BOOK 3743 PAGE 0788 SEMINOLE CO., FL

MARYANNE ROSE CLERK COUNTY

SEMINOLE COUNTY RECORDS DEPARTMENT 1998 DEC 22 PM 2:00

1501 86455X7 Attached County of Seminole, Florida

Handwritten mark

Handwritten mark

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

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

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

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

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

Should it be found to be included in the HOME program, the HOMEBUYER agrees that the work performed shall be done in accordance with this agreement and shall be completed within the time frame required by the COUNTY. Further, the work shall be done in accordance with the COUNTY housing and other local codes and regulations.

Any work performed shall not be subject to any other requirements of the COUNTY or any other agency.

Accepted by: _____

Accepted by: _____

OFFICIAL RECORDS
 BOOK 3743 PAGE 0789
 SEMINOLE CO., FL

2. RECORDS AND REPORTS

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

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

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

3743 0790
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK 1907

WITNESS:

Celeste Ann Quinn

[Signature]
Candy Cobb Acting County Manager

Date: 4-28-99

WITNESSES AS TO HOMEBUYER(S):

[Signature]

[Signature]

HOMEBUYER
[Signature]

Date: _____

NOTARY AS TO HOMEBUYER(S)
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me by _____ on _____ 1999, by _____ as _____, whose identity was ascertained by me as identification.

[Signature]



Print Name: _____

Notary Public for Seminole County, Florida

Notary Public for Seminole County, Florida
My Commission Expires _____
I am Notary Public for Seminole County, Florida
My Commission Expires _____

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **16th** day of **March, 2000** from **Jeremiah & Jamie Dickerson**, husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book 3823, Page 0839, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of **August**, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

HEAVYWEIGHT TITLE COMPANY OWINGS MILLS, MD 21117

009980

Date: 07/09/03 Amount: 3,500.00 File Number: T03-1339 Check #: 9980

Pay To: Seminole County Government

Buyer: Jeremiah R. Dickerson and Jamie Dickerson

Seller:

Property: 209 Dublin Drive, Lake Mary, FL 32746

0.00 Loan#
3,500.00 Payoff Principal

HEAVYWEIGHT TITLE COMPANY
ESCROW ACCOUNT
10811 RED RUN BLVD., SUITE 100
OWINGS MILLS, MD 21117
PH (410) 356-8430 FAX (410) 356-9137

T03-1339
FIRST UNION
65-320/550

009980

9980

07/09/03

\$3,500.00

DATE

AMOUNT

The Sum THREE THOUSAND FIVE HUNDRED DOLLARS and 00/100

TO THE
ORDER
OF

Seminole County Government

VOID AFTER 180 DAYS

Authorized Signature

⑈009980⑈ ⑆055003201⑆ 2000014422184⑈

33/450

06-20-03 P12:56 OUT

Seminole County Homeownership
Assistance Program
Second Mortgage Deed

OFFICIAL RECORDS PAGE
BOOK 3823 PAGE 0839
SEMINOLE CO., FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 16th day of March 2000 by and between Jeremiah & Jamie Dickerson, husband and wife, Thereinafter 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.)

CFT 32-109EHW

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

MARYANNE MORSE
CLERK OF CIRCUIT COURT
515055

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A purchase money First Mortgage approved by Mortgagee.

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 MAR 28 PM 2:20

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

Return to Central FL Title
3733 Lake Emma Rd
Lake Mary FL 32746

9

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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

OFFICIAL RECORDS
BOOK PAGE
3823 0840
SEMINOLE CO., FL

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.

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

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

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

Jeremiah Dickerson
Print Name:

Elizabeth M. Wathen
Print Name:

ELIZABETH M. WATHEN
Print Name:

LOUISE J. WARRING
Print Name:

Jeremiah Dickerson
Print Name: Jeremiah Dickerson

Jamie Dickerson
Print Name: Jamie Dickerson

209 Dublin Dr.
Print Name:

Lake Mary, FL 32746
Print Name:

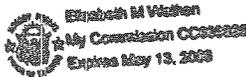
3823 0841
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16th day of March 2000, ~~xxxx~~
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Jeremiah & Jamie Dickerson, husband
and wife, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced Fl Drivers License as identification and who did/
did not take an oath.

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


Name: _____
Notary Public
Serial Number
Commission Expires: **ELIZABETH M. WATTEN**



OFFICIAL RECORDS
BOOK PAGE
3823 0842
SEMINOLE CO., FL

OFFICIAL RECORDS
BOOK PAGE
3823 0843
SEMINOLE CO., FL

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 12, Block D, GREENWOOD LAKES UNIT 1, as per
plat thereof as recorded in Plat Book 21, Pages
17 through 19, Public Records of Seminole County,
Florida.

Seminole County Homeownership

Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

OFFICIAL RECORDS
BOOK PAGE
3823 0844
SEMINOLE CO., FL

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

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

SEMINOLE CO., FL

3823 0845

OFFICIAL RECORD PAGE

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

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.

3823 0846
SEMINOLE CO., FL
OFFICIAL RECORDS
BOOK PAGE

Louise J. Warking
Print Name: LOUISE J. WARKING

Jeremiah R. Dickerson
Print Name: Jeremiah Dickerson

Elizabeth M. Wathen
Print Name: Elizabeth M. Wathen
ELIZABETH M. WATHEN
Notary Public
My Commission CC636626
Expires May 13, 2003

Jamie Dickerson
Print Name: Jamie Dickerson

Print Name:

209 Dublin Dr
Print Name: Lake Mary, FL 32746

Print Name:

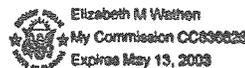
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16th day of March 2000, ~~400~~
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Jeremiah & Jamie Dickerson, husband
and wife, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced FL Drivers License as identification and who did/
did not take an oath.

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

Elizabeth M. Wathen
Name: ELIZABETH M. WATHEN
Notary Public
Serial Number
Commission Expires:



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 9th day of December, 1999 from Khadijatu Turay, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3770, Page 1123, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

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.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

ORIGINAL CHECK HAS MICRO PRINTING IN THE SIGNATURE LINES. USE A MAGNIFYING GLASS. THE PAPER HAS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.



TICOR TITLE COMPANY OF CALIFORNIA
TUSTIN BRANCH 729-09
14211 YORBA STREET, SUITE #100
TUSTIN, CA 92780
(714) 481-9292

PREMIER COMMERCIAL BANK
2400 East Katella Avenue, Suite 125
Anaheim, CA 92806
90-4335/1222

015288

ESCROW NO.

PAY

33303611-KB

July 21, 2003
DOLLARS \$

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

3,500.00

TO
THE
ORDER
OF

SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, SUITE 3301
SANFORD, FL 32771

ESCROW TRUST ACCOUNT
VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED



MP

MP

[Handwritten signatures]

Loan No.

PAPER IS CHEMICALLY SENSITIVE AND WILL STAIN IF ALTERING IS ATTEMPTED

⑈015288⑈ ⑆122243350⑆ 1002161⑈

15288
TICOR TITLE COMPANY OF CALIFORNIA
TUSTIN BRANCH 729-09 ESCROW TRUST ACCOUNT

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of the items described below.
If not correct please notify us promptly. No receipt desired.

U
015288

County #/Branch #: 0060/0009
Escrow Number: 33303611-KB Date: 07/21/03
Borrower: Khadijatu Turay
Property: 620 DIANE CIRCLE, Casselberry, FL 32707
Loan No:
Principal Balance: 3,500.00

Check No: 15288
Amount: \$3,500.00

U

07-22-03 A10

RETURN TO: AS9903256RH
EQUITABLE TITLE AGENCY, INC.
283 N. Northlake Blvd., Suite 111
Altamonte Springs, FL 32701

45
6

Seminole County Homeownership Assistance Program Second Mortgage Deed

OFFICIAL RECORDS
BOOK PAGE
3770 1123
SEMINOLE CO., FL

THIS SECOND MORTGAGE DEED is hereby made and entered into the 9th day of December 1999 by and between Khadijatu Turay, a single person. Thereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, promises, 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

5

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.

MARYANNE JOHNS
CLERK OF CIRCUIT COURT
472102

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
1999 DEC 14 AM 9:29

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.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM
ATTN: CHERL WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

OFFICIAL RECORDS
BOOK 3770
PAGE 1124
SEMIHOLE CO., FL

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.

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

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

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

Print Name:

Print Name:

Print Name:

Print Name:

Khadijatu Turay

Print Name: Khadijatu Turay

Print Name:

Print Name:

Print Name:

3770 1125
OFFICIAL RECORDS
BOOK PAGE

SEMINOLE CO., FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 9th day of December, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Khadjatu Turay
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.

Rhonda K. Hedden
Name: Rhonda K. Hedden
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3770 1126
SEMINOLE CO., FL



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 14, Block D, Lale Kathryn Woods, A subdivision according to the plat or map thereof described in Plat Book 16, at page(s) 12 and 13, of the Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3770 1127
SEMINOLE CO., FL

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

JUN 30 2003

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner.

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

3770 1128
SEMINOLE CO., FL.
OFFICIAL RECORDS
BOOK PAGE

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. HOMEOWNERSHIP
ASSISTANCE PROGRAM-
ATTN: CHERLWIGHT
230 N. WESTMONTE DR., STE#1974
ALTA MONTE SPGS. FL 32714**

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

SEMINOLE CO., FL

3770 1129

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

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

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

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

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

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

Print Name:

Khadijatu Duray
Print Name: Khadijatu Duray

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

SEMINOLE CO., FL

3770 1130

OFFICIAL RECORDS
BOOK
PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 9th day of December, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Khadijatu 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.

Rhonda K. Redden
Name: Rhonda K. Redden
Notary Public
Serial Number
Commission Expires:

