



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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 24, 2002 and recorded in Official Records Book 4418, Pages 635 through and including 637, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHTY-SEVEN AND 85/100 DOLLARS (\$9,087.85) (the "Note"), dated May 24, 2002 and recorded in the Official Records Book 4418, Pages 638 through and including 639, Public Records of Seminole County, Florida, which encumbered the property located at 112 Avenue B, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

THE WEST 200 FEET OF THE NORTH 1/2 OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SAID PROPERTY LYING AND BEING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-21-31-300-081A-0000

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

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

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

WHEREAS, the Owner did maintain the Property as her residence for at least four (4) years from the date of the Mortgage and the Note, and it has been determined that the house has deteriorated beyond financial feasibility to repair, thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
7/14/06