

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfactions of Second Mortgage

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

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

<b>Agenda Date</b> <u>09/27/2005</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

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

**BACKGROUND:**

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$44,013.60 have been made to the Housing Trust Fund.

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

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

<u>Name</u>	<u>Parcel I.D. Number</u>
1. Alvenia Duckworth	02-21-29-504-0000-142E
2. Melissa Renee Hunt	34-20-30-506-0500-0050
3. Mary Alice Gordon	01-20-30-504-2700-0060
4. Carmen T. Rua	02-21-29-504-0000-113C
5. Ozelia Campbell & Dollie Campbell	30-19-31-527-0000-0260
6. Anthony & Melissa Novinich	34-20-30-519-0000-0200
7. Denise D. Chandler	02-20-30-505-0A00-0290
8. Nancy G. Pasnak	18-21-30-516-0A00-0360
9. James B. Lee	31-19-31-523-0700-0050
10. Jason & Michelle Davis	34-19-30-506-0A00-0010
11. Etta Montaque	31-19-31-505-0000-0570
12. Dawn Ann Carl	31-19-31-524-1200-0060
13. Mary M. Wynn Bush	11-21-31-511-0000-0010
14. Dorothy Bradley	32-19-31-507-0G00-0180

**Staff Recommendation:**

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

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

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

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 23, 2000, and recorded in Official Records Book 3875, Pages 1630 through and including 1634, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 23, 2000, and recorded in the Official Records Book 3875, Pages 1635 through and including 1638, Public Records of Seminole County, Florida, which encumbered the property located at 142 Springwood Circle, Apt. E, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

UNIT 142-E OF SPRINGWOOD VILLAGE CONDOMINIUM, AND AN UNDIVIDED INTEREST IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNIT, ALL IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THAT DECLARATION OF CONDOMINIUM AS RECORDED IN O.R. BOOK 1331, PAGE 1049, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-21-29-504-0000-142E

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 27, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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  
8/1/05  
satisfaction-Duckworth

EXCEPTIONAL TITLE INSURANCE AGENCY, INC.

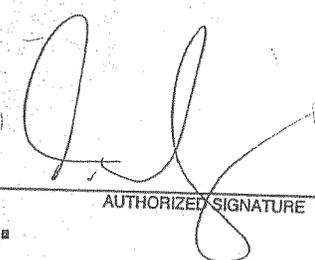
Payoff Seminole County

62059  
10,000.00

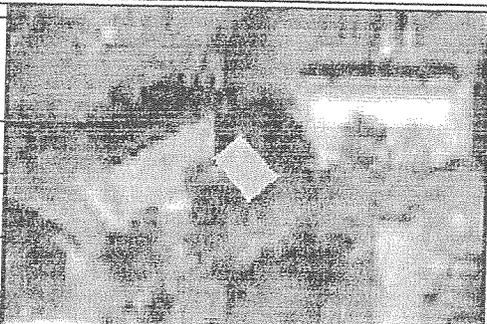
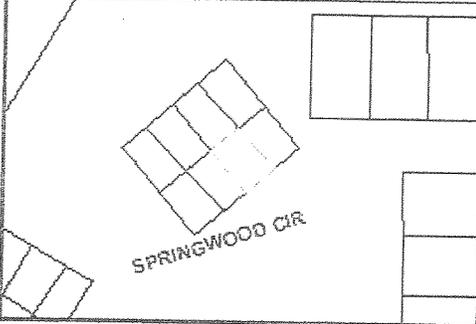
Apr 27, 2005

142 Springwood Circle, #142E

10,000.00

<b>EXCEPTIONAL TITLE INSURANCE AGENCY, INC.</b> REAL ESTATE ESCROW ACCOUNT 2500 MAITLAND CENTER PARKWAY, #105 MAITLAND, FL 32751 (321) 274-0701		<b>REGIONS BANK</b>  63-666/632	<b>62059</b>
PAY		<b>April 27, 2005</b>	
TO THE ORDER OF		<b>**Ten Thousand dollars &amp; no cents**</b>	
<b>Seminole County Community Development</b>		<b>**\$10,000.00</b>	
File No. 11348 142 Springwood Circle, #142E		 AUTHORIZED SIGNATURE	
@06 2059 @ 1063 206663 6709 177922 @			

Security features included. Details on back.

<b>PARCEL DETAIL</b> DAVID JOHNSON, CFA, ASA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1462 407-833-7806																																																																	
		<b>2005 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$50,040 Depreciated EXFT Value: \$0 Land Value (Market): \$0 Land Value Ag: \$0 Just/Market Value: \$50,040 Assessed Value (SOH): \$28,079 Exempt Value: \$25,000 Taxable Value: \$3,079 Tax Estimator																																																															
<b>GENERAL</b> Parcel Id: 02-21-29-504-0000-142E      Tax District: 01-COUNTY-TX DIST 1 Owner: DUCKWORTH ALVENIA      Exemptions: 00-HOMESTEAD Address: 142 SPRINGWOOD CIR APT E City,State,ZipCode: LONGWOOD FL 32750 Property Address: 142 SPRINGWOOD CIR #E LONGWOOD 32750 Subdivision Name: SPRINGWOOD VILLAGE Dor: 04-CONDOMINIUM		<b>2004 VALUE SUMMARY</b> Tax Value(without SOH): \$214 2004 Tax Bill Amount: \$38 Save Our Homes (SOH) Savings: \$176 2004 Taxable Value: \$2,261 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																																															
<b>SALES</b> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>06/2000</td> <td>03875</td> <td>1620</td> <td>\$34,900</td> <td>Improved</td> </tr> <tr> <td>FINAL JUDGEMENT</td> <td>06/1997</td> <td>03249</td> <td>0591</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1995</td> <td>02924</td> <td>0081</td> <td>\$25,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1981</td> <td>01352</td> <td>1511</td> <td>\$32,100</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	06/2000	03875	1620	\$34,900	Improved	FINAL JUDGEMENT	06/1997	03249	0591	\$100	Improved	WARRANTY DEED	05/1995	02924	0081	\$25,000	Improved	WARRANTY DEED	08/1981	01352	1511	\$32,100	Improved	<b>LEGAL DESCRIPTION</b> LEG UNIT 142E SPRINGWOOD VILLAGE ORB 1331 PG 1049																																	
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																																	

Seminole County Homeownership  
Assistance Program  
Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 23rd day of JULIE, 2000 by and between Alevia Duckworth a single person, Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A 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 188.189(1)(c), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
B.H.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATtn: CHELSEA  
226 N. WESTGATE DR., STE 1014  
ALTAIRONTE SPRS, FL 32714

MARYANNE MORSE  
CLERK OF COUNTY RECORDS  
556174  
2000 JUN 28 AM 8:12  
SEMINOLE COUNTY, FL  
RECORDED & INDEXED  
1875 1630  
OFFICIAL RECORD  
NOV 16 2000

OFFICIAL RECORDS  
PAGE

3875 1631

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage agreement, 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

3875 1632

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage Note 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 Ten Thousand Dollars and 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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.

Lynn Gordon  
Print Name: LYNN GORDON

Tris Moriondo  
Print Name: TRIS MORIONDO

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

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

Alicia Duckworth  
Print Name: Alicia Duckworth

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

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

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

OFFICIAL RECORDS  
BOOK PAGE

3875 1683

SEMINOLE CO., FL.

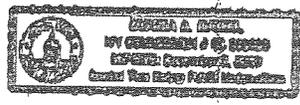
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of July, ~~1999~~ <sup>2000</sup>  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared ARLENE DUCKWORTH  
and \_\_\_\_\_ who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced DRIVERS LICENSE as identification and who did/  
did not take an oath.

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

*[Handwritten Signature]*

Name:  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL RECORDS  
BOOK

3875 1634

SEMINOLE CO., FL

Schedule A

Unit 142-B of SPRINGWOOD VILLAGE CONDOMINIUM, and an undivided interest in the land, common elements and common expenses appurtenant to said Unit, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that Declaration of Condominium as recorded in C.R. Book 1331, Page 1049, Public Records of Seminole County, Florida.

File No: 0200/220

OFFICIAL RECORDS  
BOOK PAGE

3075 1635

Seminole County Homeownership

Assistance Program

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

BOOK PAGE

7875 1636

SEMINOLE CO., FL

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

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.P. HOMEOWNERSHIP ASSISTANCE PROGRAM - ATTN: CHERI WRIGHT 286 N. WIRTHOWITE DR., STE#1074 ALTAMONTE SPRING, FL 32714

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

This Note is secured by a Mortgage on real estate, 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.

Schedule A

Unit 142-B of SPRINGWOOD VILLAGE CONDOMINIUM, and an undivided interest in the land, common elements and common expenses appurtenant to said Unit, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that Declaration of Condominium as recorded in O.B. Book 1331, Page 1049, Public Records of Seminole County, Florida.

OFFICIAL RECORDS  
3875 1638  
SEMINOLE CO. FL

File No: 0800/128

Description: Seminole, FL Decurant-Book. Page 1675, 1638 Page: 2 of 2  
Index: tt Comment:

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 28, 2003, and recorded in Official Records Book 04801, Pages 1866 through and including 1869, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated January 28, 2003, and recorded in the Official Records Book 04801, Pages 1870 through and including 1873, Public Records of Seminole County, Florida, which encumbered the property located at 141 Lombardy Road, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK 5 RESUBDIVISION OF BLOCK 5 AND TRACT A, NORTH ORLANDO SECOND ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-506-0500-0050

(the "Property,") were made by **Melissa Renee Hunt**, a single woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 26, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Melissa Hunt

KAMPF TITLE & GUARANTY CORPORATION

Payoff second mtg \$10,000.00

10,000.00  
81642

Apr 26, 2005

ALM-LAM

-----  
10,000.00

**KAMPF TITLE & GUARANTY CORPORATION**

ESCROW ACCOUNT  
3999 WEST FIRST STREET (SR 46)  
SANFORD, FL 32771  
(407) 322-9484

**BANK FIRST**  
3791 WEST 1ST STREET, SR 46  
SANFORD, FL 32771

81642

63-1380/631  
08

April 26, 2005  
ALM-LAM

**\*\*Ten Thousand dollars & no cents\*\***

**\*\*\$10,000.00**

**PAY TO THE ORDER OF SEMINOLE COUNTY**

File No. 62380 ALM - HUNT/ REFI (S) (PFI)(LAM)

⑈081642⑈ ⑆063113808⑆

081001950⑈

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CPA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>														
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 34-20-30-506-0500-0050    Tax District: W1-WINTER SPRINGS</p> <p>Owner: HUNT MELISSA R    Exemptions: 00-HOMESTEAD</p> <p>Address: 141 LOMBARDY RD</p> <p>City,State,ZipCode: WINTER SPRINGS FL 32708</p> <p>Property Address: 141 LOMBARDY RD WINTER SPRINGS 32708</p> <p>Subdivision Name: NORTH ORLANDO 2ND ADD RESUBD OF BLK 5 + TRACT A</p> <p>Dor: 01-SINGLE FAMILY</p>		<p align="center"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$48,920</p> <p>Depreciated EXFT Value: \$1,517</p> <p>Land Value (Market): \$18,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$68,437</p> <p>Assessed Value (SOH): \$65,777</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$40,777</p> <p align="right">Tax Estimator</p>												
<p align="center"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>01/2003</td> <td>04801</td> <td>1856</td> <td>\$79,900</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	01/2003	04801	1856	\$79,900	Improved	<p align="center"><b>2004 VALUE SUMMARY</b></p> <p>Tax Amount(without SOH): \$727</p> <p>2004 Tax Bill Amount: \$727</p> <p>Save Our Homes (SOH) Savings: \$0</p> <p>2004 Taxable Value: \$38,861</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp									
WARRANTY DEED	01/2003	04801	1856	\$79,900	Improved									
<p align="center"><b>LAND</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>18,000.00</td> <td>\$18,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	18,000.00	\$18,000	<p align="center"><b>LEGAL DESCRIPTION PLAT</b></p> <p>LEG LOT 5 BLK 5 RESUBD OF BLK 5 + TRACT A NORTH ORLANDO 2ND ADD</p> <p>PB 13 PG 76</p>
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value									
LOT	0	0	1.000	18,000.00	\$18,000									
<b>BUILDING INFORMATION</b>														
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New					
1	SINGLE FAMILY	1960	3	945	1,446	945	CONC BLOCK	\$48,920	\$65,226					
	Appendage / Sqft		UTILITY UNFINISHED / 72											
	Appendage / Sqft		OPEN PORCH UNFINISHED / 176											
	Appendage / Sqft		CARPORT UNFINISHED / 253											
<b>EXTRA FEATURE</b>														
	Description	Year Blt	Units	EXFT Value	Est. Cost New									
	ALUM PORCH NO FLOOR	1979	220	\$352	\$880									
	ALUM CARPORT W/SLAB	1982	160	\$416	\$1,040									
	ALUM CARPORT W/SLAB	1982	288	\$749	\$1,872									
<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>														



FILE NUM 2023072516  
OR BOOK 04001 PAGE 1867

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this SHIP 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 SHIP 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 SHIP 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 SHIP 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 SHIP 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 SHIP 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 SHIP Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this SHIP 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 SHIP Mortgage accrued or thereafter accruing.

Provided that, as set forth in the SHIP Note attached hereto as Exhibit "B" no payments shall be required on the SHIP 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 Five (5) years then this SHIP 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 SHIP MORTGAGE SHALL BE DUE ON SALE, LEASE UPON THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten thousand and 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the SHIP Act regulations in effect at the time of default.

477H

FILE NUM 2003072516  
OR BOOK 04001 PAGE 1668

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 SHIP 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 SHIP Mortgage shall conflict with any provision of the First Note or First Mortgage, the provision set forth in said First Note or First mortgage shall govern.

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

[Signature]  
Signature Witness:

Melissa R. Hunt  
Signature of Mortgagor:

JEFFREY M. GUARINO  
Print Name:

Melissa Renee Hunt  
141 Lombardy Rd, Winter Springs, FL

[Signature]  
Signature Witness

\_\_\_\_\_  
Mortgagor Signature :

Theresa A. Gervin  
\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of JANUARY, 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Melissa Renee Hunt who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced valid drivers licenses identification and who did so take an oath.

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

[Signature]  
Name: JEFFREY M. GUARINO  
Notary Public  
Serial Number  
Commission Expires: Jeffrey M. Guarino  
My Commission BB121010  
Expires May 20, 2003



FILE NUM 2003072516  
OR BOOK 04801 PAGE 1009

EXHIBIT 'A'

LEGAL DESCRIPTION

141 Lambrdy Road, Winter Springs, FL 32708

Lot 5, Block 5, Resubdivision of Block 5 and Tract A, NORTH  
ORLANDO SECOND ADDITION, according to the map or plat thereof  
as recorded in Plat Book 13, Page 76, Public Records of Seminole  
County, Florida.

This is not a certified copy

WMA

FILE NUM 2003072516  
DR BOOK 04601 PAGE 1670

**Seminole County Homeownership  
Assistance Program**  
EXHIBIT "B"  
SHIP NOTE

AMOUNT: \$10,000.00 Date: January 28, 2003

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars & 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Five (5) 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 ~~SHIP~~ Mortgage occurs, the SHIP 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 Five (5) 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 Five (5) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to Five (5) 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 SHIP PLAN Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the SHIP Mortgage 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 ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 190.165(1)(d), FLORIDA STATUTES

This instrument was prepared by Annis Knight  
AFTER RECORDING RETURN TO:  
SEMINOLE COUNTY - CORG

1101 E. FIRST STREET  
SANFORD, FL 32771

*vmft*

FILE NUM 2003072516  
OR BOOK 04001 PAGE 1271

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

1. Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
2. The destruction or abandonment of the home on the subject property by maker or maker's successors.
3. Failure to pay applicable property taxes on subject property and improvements.
4. Failure to maintain adequate hazard insurance on subject property and improvements.
5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
6. 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 SHIP 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 SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP 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 endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

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

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

4/17/05

FILE NUM 2003072516  
OR BOOK 04001 PAGE 1071

The sale, transfer or refinancing of the subject home and real property, within ten (5) years of execution of this Note, by maker or maker's successors.

1. Leasing or renting of the property within Five (5) years of the date of execution of the Note and SHIP Mortgage.
2. The destruction or abandonment of the home on the subject property by maker or maker's successors.
3. Failure to pay applicable property taxes on subject property and improvements.
4. Failure to maintain adequate hazard insurance on subject property and improvements.
5. Failure to comply with the terms and conditions of the accompanying SHIP Mortgage of even date.
6. 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 SHIP 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 SHIP PLAN regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This SHIP Mortgage shall be subordinate to a First Mortgage. If any provision of this SHIP 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 endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "party" 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.

WMM/ST

FILE NUM 2002072515  
OR BOOK 04001 PAGE 1872

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

[Signature]  
Witness Signature:

Melissa R. Hunt  
Mortgagor Signature:

JEFFREY M. GUARINO  
Witness Print Name:

Melissa Renee Hunt  
141 Lombardy Rd, Winter Springs, FL

[Signature]  
Witness Signature:

\_\_\_\_\_  
Mortgagor Signature:

Theresa A. Gervin  
Witness Print Name:

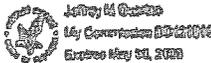
Melissa R. Hunt  
Mortgagor Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of JANUARY, 2003 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Melissa Renee Hunt, who presented the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced valid Florida License identification and who did/ did not take an oath.

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

[Signature]  
Name: JEFFREY M. GUARINO  
Notary Public  
Serial Number:  
Commission Expires:



Notary Public  
Original Copy

FILE NUM 2003072516  
OR BOOK 04801 PAGE 1873

EXHIBIT 'A'

LEGAL DESCRIPTION

141 Lombardy Road, Winter Springs, FL 32708

Lot 5, Block 5, Resubdivision of Block 5 and Tract A, NORTH  
ORLANDO SECOND ADDITION, according to the map or plat thereof  
as recorded in Plat Book 13, Page 76, Public Records of Seminola  
County, Florida.

This is not a certified copy

mat

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

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

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 19, 1997, and recorded in Official Records Book 3349, Pages 1720 through and including 1724, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated December 19, 1997, and recorded in the Official Records Book 3349, Pages 1725 through and including 1727, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 11, 1997, recorded in Official Records Book 3349, Pages 1728 through and including 1730, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2632 El Capitan Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

THE NORTH 45 FEET OF LOT 6, BLOCK 27, 4<sup>TH</sup> SECTION  
DREAMWOLD ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 4, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification No.: 01-20-30-504-2700-0060

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

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

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

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

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Mary Gordon

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>                  SEMINOLE COUNTY FL                  1101 E. FIRST ST                  SANFORD, FL 32771-1468                  407-665-7506</p>																																																														
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 01-20-30-504-2700-0060      Tax District: S1-SANFORD</p> <p>Owner: GORDON MARY A      Exemptions: 00-HOMESTEAD</p> <p>Address: 2632 EL CAPITAN DR</p> <p>City,State,ZipCode: SANFORD FL 32773</p> <p>Property Address: 2632 EL CAPITAN AVE SANFORD 32771</p> <p>Subdivision Name: DREAMWOLD AND</p> <p>Dor: 01-SINGLE FAMILY</p>		<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$65,725</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$8,550</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$74,275</p> <p>Assessed Value (SOH): \$51,399</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$26,399</p> <p style="text-align: right;">Tax Estimator</p>																																																												
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>12/1997</td> <td>03349</td> <td>1711</td> <td>\$57,900</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>10/1997</td> <td>03312</td> <td>0505</td> <td>\$31,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1997</td> <td>03312</td> <td>0503</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>06/1997</td> <td>03256</td> <td>1602</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>03/1988</td> <td>01940</td> <td>1279</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1984</td> <td>01540</td> <td>0603</td> <td>\$44,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1983</td> <td>01482</td> <td>1058</td> <td>\$18,800</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1980</td> <td>01284</td> <td>1177</td> <td>\$11,000</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1979</td> <td>01218</td> <td>0482</td> <td>\$6,000</td> <td>Vacant</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/1997	03349	1711	\$57,900	Improved	SPECIAL WARRANTY DEED	10/1997	03312	0505	\$31,500	Improved	WARRANTY DEED	10/1997	03312	0503	\$100	Improved	CERTIFICATE OF TITLE	06/1997	03256	1602	\$100	Improved	QUIT CLAIM DEED	03/1988	01940	1279	\$100	Improved	WARRANTY DEED	04/1984	01540	0603	\$44,900	Improved	WARRANTY DEED	06/1983	01482	1058	\$18,800	Vacant	WARRANTY DEED	06/1980	01284	1177	\$11,000	Vacant	WARRANTY DEED	04/1979	01218	0482	\$6,000	Vacant	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$857</p> <p>2004 Tax Bill Amount: \$510</p> <p>Save Our Homes (SOH) Savings: \$347</p> <p>2004 Taxable Value: \$24,902</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																																									
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																														

ITEM NO. 21

45/4

Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 19th day of December 1997, by and between Mary Alice Gordon, a single person, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, 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 Mortgagee has good right and lawful authority to convey said land as aforesaid; that the Mortgagee will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the 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 420.313(1) AND 199.165(1)(a), FLORIDA STATUTES

This instrument was prepared by AFTER RECORDING RETURN TO: S.E.P. HOMEOWNER ASSISTANCE PROGRAM - ATTN: SHARON SILE 4501 S. HWY 17-92 CASSELBERRY, FL 32707

Documentary Tax \$ 1.00  
Intangible Tax Pd.  
By: Clerk Seminole  
Clerk Seminole

143655  
MARVANNIE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL

RECORDED & VERIFIED  
1997 DEC 31 PM 6:00

OFFICIAL RECORDS  
BOOK  
PAGE  
1720

SOUTHERN TITLE & ABSTRACT, INC.  
130 University Park Drive, #145  
Winter Park, FL 32782  
7-719

45/4

7/29/97  
natunty.doc

OFFICIAL PUBLIC RECORDS BOOK

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to page 21 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 one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

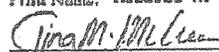
Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORDS  
JK

Should the land remain owner-occupied and not be rented, leased or subleased for less than (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should the aforementioned provisions 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 rescission provisions of the Federal regulations in effect at the time of default.

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

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

  
Print Name: Mildred M. Crenshaw  


  
Print Name: Mary Alice Gordon  
2632 El Capitan Avenue  
Sanford, FL 32773

Print Name: Tina M. McGee  
\_\_\_\_\_

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

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

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

Print Name:

Print Name:

OFFICIAL RECORDS  
BOOK

3319 1723

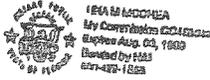
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 10th day of December SEMINOLE COUNTY  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Mary Alice Gordon, a single woman  
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 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.

*Tina M. McCrea*

Name: Tina M. McCrea  
Notary Public  
Serial Number CC 496943  
Commission Expires: 0-3-03



OFFICIAL RECORDS  
BOOK PAGE

1319 1726

SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

The North 45 feet of Lot 6, Block 27, 4th SECTION, DREAMWOLD,  
according to the plat thereof as recorded in Plat Book 4, Page 99,  
Public Records of Seminole County, Florida.

5 of 5

11/20/02  
15:18:18

OFFICIAL RECORDS  
BOOK PA 1

Seminole County Homeownership Assistance Program 1725

SEMINOLE CO. FL

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

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

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

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

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

**DEFAULT**

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

OFFICIAL RECORDS  
BOOK

3349 1726

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 199.184(1)(d), FLORIDA STATUTES

This instrument was recorded by  
AFTER RECORDING RETURN TO  
S.E.E.P. HOMEBUYER ASSISTANCE  
PROGRAM - ATTN: SHARON SELE  
400 S. US HWY 1  
CASSELBERRY, FL 32707

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

#### 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.

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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, default 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.

Tina M. McCrean

Mary Alice Gordon

Print Name: TINA M. MCCREAN

Print Name: Mary Alice Gordon

Print Name: EDWARD M. CRANSHAW

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19th day of DECEMBER, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARY ALICE GORDON, A SINGLE WOMAN 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 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.

Tina M. McCrean  
Name: TINA M. MCCREAN  
Notary Public  
Serial Number CC 465943  
Commission Expires: 6-3-99



TINA M MCCREAN  
My Commission CC465943  
Expires Aug. 03, 1999  
Formed by H&H  
NFI-422-1025

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS  
3349 1728  
SEMINOLE CO. FL

Applicant(s): Mary A. Gordon

Property Address: 2632 El Capitan Drive, Sanford, FL 32773

This Agreement is entered into this 11th day of October, 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 Mary A. Gordon, a single person,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

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

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/hers/their principal residence and that, at the time of application and approval, his/hers/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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BOOK  
3969 1729  
SEMINOLE CO. FL

The HOMEBUYER shall meet all the property, including payment of property taxes and homeowners insurance, during the term of this deed.

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

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

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

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPOSSESSION

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

OFFICIAL RECORDS BOOK  
12730  
SEMINOLE CO. FL

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 calls, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

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

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

WITNESS:

Mary Mantzaris

Cory B. Kaler County Manager

Date: 12/10/97

WITNESSES AS TO HOMEBUYER(S):

James Ward  
James Ward  
James Ward  
1117 Harrisonburg

HOMEBUYER  
Mary Gordon  
Mary Gordon

Date: October 11, 1997

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

DOCUMENT PREPARED BY & RETURN TO:

SHIP Home Ownership Assistance Program  
c/o The Greater Seminole County  
Chamber of Commerce  
4800 South Highway 17-02  
Gainesville, FL 32607

The foregoing instrument was acknowledged before me this 11TH day of OCTOBER, 1997  
by MARY GORDON, who is personally known to me or who has produced  
N/A as identification.

Francis E. A. De Courcy  
Print Name Francis E. A. De Courcy

Notary Public in and for the County and State Aforesaid.

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



FRANCIS E. A. DE COURCY  
My Comm. # 00047023  
Expires 01/25/00

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

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 31, 1997, and recorded in Official Records Book 3218, Pages 1507 through and including 1511, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00) (the "Note"), dated March 31, 1997 and recorded in the Official Records Book 3218, Pages 1512 through and including 1514, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 28, 1997, recorded in Official Records Book 3218, Pages 1515 through and including 1517, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 113 Springwood Circle, Apt. C, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

UNIT NO. 113-C OF SPRINGWOOD VILLAGE CONDOMINIUM AND AN UNDIVIDED INTEREST IN THE LAND, COMMON ELEMENTS, AND COMMON EXPENSES APPURTENANT TO SAID UNIT, ALL IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THAT DECLARATION OF CONDOMINIUM OF SPRINGWOOD VILLAGE, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1331, PAGE 1049, AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 02-21-29-504-0000-113C

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

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

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

**WHEREAS**, the Owner did maintain the Property as her residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

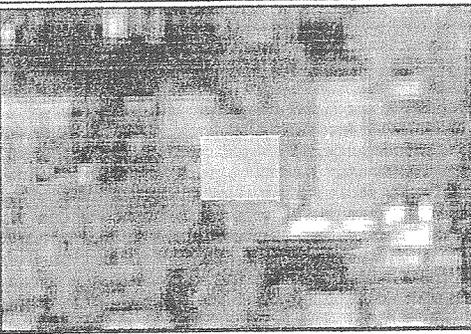
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Carmen Rua

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7506</p>																																																													
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 02-21-29-504-0000-113C      Tax District: 01-COUNTY-TX DIST 1</p> <p>Owner: ROYSE CARMEN T      Exemptions: 00-HOMESTEAD</p> <p>Address: 113 SPRINGWOOD CIR APT C</p> <p>City,State,ZipCode: LONGWOOD FL 32750</p> <p>Property Address: 113 SPRINGWOOD CIR #C LONGWOOD 32750</p> <p>Subdivision Name: SPRINGWOOD VILLAGE</p> <p>Dor: 04-CONDOMINIUM</p>	<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$64,130</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$64,130</p> <p>Assessed Value (SOH): \$38,687</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$13,687</p> <p>Tax Estimator</p>																																																												
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>03/1997</td> <td>03218</td> <td>1496</td> <td>\$37,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1981</td> <td>01339</td> <td>0870</td> <td>\$37,600</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1997	03218	1496	\$37,000	Improved	WARRANTY DEED	05/1981	01339	0870	\$37,600	Improved	<p><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$567</p> <p>2004 Tax Bill Amount: \$212</p> <p>Save Our Homes (SOH) Savings: \$355</p> <p>2004 Taxable Value: \$12,560</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																										
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																													

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BOOK PAGE

3218 1507



*Seminole County Homeownership Assistance Program*  
SEMINOLE CO. FL

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
31ST day of MARCH 1997 by and between Carmine J. Riva  
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.)

RECORDED & VERIFIED  
APR 27 1997

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 (\$ 3,200.00 ), hereinafter described, the Mortgagor hereby grants,  
bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL

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 420.513(1) AND 199.165(1)(d),  
FLORIDA STATUTES

This instrument was prepared by:  
LINDA JOHNSON

Return to: Central Florida Title Company  
950 N. U.S. 90 Ave., Suite 120  
Winter Park, Florida 32789

67  
②

W 2467 TC

IC 01/22/97 (M/1/97)

11/2/93



SEMINOLE CO. FL

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



*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 two hundred dollars (\$3,200.00) 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.

T. Carroll  
WITNESS PATRICK F. CARROLL  
Print Name: Patrick F. Carroll  
Carmen T. Ruiz

Diane Folstad  
WITNESS  
Print Name: Diane Folstad

113 Springwood Circle-Unit 113C, Longwood, FL 32750

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

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

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

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

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PAGE  
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3218 1509

SEMINOLE COUNTY

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE// ORANGE

I HEREBY CERTIFY that on this 31<sup>ST</sup> day of MARCH, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Carmen T. Riza  
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 VALID DRIVER LICENSE as identification and who did/  
did not take an oath.

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

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SEMINOLE CO. FL



PATRICIA P GARRELL  
My Commission 02657277  
Expires May, 23, 2006

*T. Carroll*

Name:  
Notary Public  
Serial Number  
Commission Expires:

Schedule A

Unit No. 112-C of SPRINGWOOD VILLAGE CONDOMINIUM and an undivided interest in the land, common elements, and common expenses appurtenant to said unit, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that Declaration of Condominium of SPRINGWOOD VILLAGE, a Condominium, as recorded in Official Records Book 1331, page 1049, and all amendments thereto, Public Records of SEMINOLE County, Florida.

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SEMINOLE CO. FL

File No: W246723

*Seminole County Homeownership Assistance Program*



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,200.00

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 two hundred dollars (\$3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at \_\_\_\_\_, Florida \_\_\_\_\_, 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:

\_\_\_\_\_

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SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



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

This instrument was prepared by:

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

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.

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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]  
WITNESS PATRICK T. CARROLL  
Print Name: Patrick Carroll  
Carmen T. Ruiz

[Signature]  
WITNESS  
Print Name: Diane Falstad

113 Springwood Circle Unit 113 C, Longwood, FL 32750  
Print Name: \_\_\_\_\_

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

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

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE // ORANGE

I HEREBY CERTIFY that on this 31st day of MARCH, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Carmen T. Ruiz and \_\_\_\_\_ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced VALID DRIVER LICENSE as identification and who did/did not take an oath.

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

[Signature]  
Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



PATRICIA P GARRIC...  
My Commission Expires May, 02, 2003

OFFICIAL RECORDS BOOK 3218 1514 SEMINOLE CO. FL

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): **CARMEN T. RUA**

Property Address: **113 Springwood Circle-Unit 113 C, Springwood Village Condominiums  
Longwood, Florida 32750**

This Agreement is entered into this 31ST day of MARCH, 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 **Carmen T. Rua**

(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.

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.

2. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,200.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

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BOOK

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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 52 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) Debarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

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

5. OTHER PROVISIONS

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

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

OFFICIAL RECORDS  
BOOK 2192

3218 1517

SEMINGLE CO FL

WITNESS:

Mary Margaritis

WITNESSES AS TO HOMEBUYER(S):

Yvonne Roberts  
Angie Mills

SEMINGLE COUNTY, FLORIDA

Gary E. Kaiser  
County Manager

Date: 2/28/07

HOMEBUYER

Carmen T. Rue

Date: 2-28-07

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

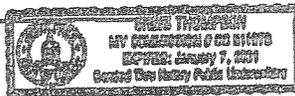
The foregoing instrument was acknowledged before me this 28th day of February 2007 by Sheri Thompson, who is personally known to me or who has produced FLDL R000-118-65-689-0 as identification.

Sheri Thompson

Print Name Sheri Thompson

Notary Public in and for the County and State Aforementioned.

My commission expires:



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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 25, 1997, and recorded in Official Records Book 3231, Pages 0330 through and including 0334, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 25, 1997, and recorded in the Official Records Book 3231, Pages 0335 through and including 0337, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 11, 1997, recorded in Official Records Book 3231, Pages 0338 through and including 0340, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1004 S. Scott Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 26, MAYFAIR SECTION FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 69 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 30-19-31-527-0000-0260

(the "Property,") were made by **Ozelia Campbell**, a single woman and **Dollie Campbell**, a single woman, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Campbell

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL.</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1458 407-665-7505</p>	<p>S S C C O T T A V E</p>																																																																			
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 30-19-31-527-0000-0260      Tax District: S1-SANFORD</p> <p>Owner: CAMPBELL OZELIA      Exemptions: 00-HOMESTEAD</p> <p>Address: 1004 S SCOTT AVE</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 1004 SCOTT AVE S SANFORD 32771</p> <p>Subdivision Name: MAYFAIR SEC 1ST ADD</p> <p>Dor: 01-SINGLE FAMILY</p>		<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$54,781</p> <p>Depreciated EXFT Value: \$612</p> <p>Land Value (Market): \$15,068</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$70,461</p> <p>Assessed Value (SOH): \$52,291</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$27,291</p> <p>Tax Estimator</p>																																																																		
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>04/1997</td> <td>03231</td> <td>0320</td> <td>\$50,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>04/1997</td> <td>03231</td> <td>0319</td> <td>\$34,500</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>04/1997</td> <td>03231</td> <td>0317</td> <td>\$34,500</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>11/1996</td> <td>03188</td> <td>1558</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>11/1996</td> <td>03160</td> <td>0451</td> <td>\$59,400</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1994</td> <td>02867</td> <td>1868</td> <td>\$54,900</td> <td>Improved</td> </tr> <tr> <td>ADMINISTRATIVE DEED</td> <td>11/1992</td> <td>02504</td> <td>0799</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1983</td> <td>01513</td> <td>0279</td> <td>\$34,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01015</td> <td>1101</td> <td>\$22,800</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1971</td> <td>00896</td> <td>0443</td> <td>\$17,600</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	04/1997	03231	0320	\$50,000	Improved	QUIT CLAIM DEED	04/1997	03231	0319	\$34,500	Improved	SPECIAL WARRANTY DEED	04/1997	03231	0317	\$34,500	Improved	SPECIAL WARRANTY DEED	11/1996	03188	1558	\$100	Improved	CERTIFICATE OF TITLE	11/1996	03160	0451	\$59,400	Improved	WARRANTY DEED	12/1994	02867	1868	\$54,900	Improved	ADMINISTRATIVE DEED	11/1992	02504	0799	\$100	Improved	WARRANTY DEED	12/1983	01513	0279	\$34,000	Improved	WARRANTY DEED	01/1974	01015	1101	\$22,800	Improved	WARRANTY DEED	01/1971	00896	0443	\$17,600	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$740</p> <p>2004 Tax Bill Amount: \$528</p> <p>Save Our Homes (SOH) Savings: \$212</p> <p>2004 Taxable Value: \$25,768</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																				

394/50

Seminole County Homeownership Assistance Program



Second Mortgage Deed

RECORDED & VERIFIED

1997 APR 30 AM 9 50

THIS SECOND MORTGAGE DEED is hereby made and entered into the 25th day of APRIL 1997 by and between Cezelia Campbell, a single woman and Collie Campbell, a single woman 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.)

MARYANNE MOHSE  
CLERK OF COUNTY

044932

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A valid purchase money First Mortgage approved by Mortgagee.

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

Ernie L. Barlow  
Title Insurance was prepared by  
Seminole Home Fund Coordinator

Seminole Homeownership Assistance Program  
of The Greater Seminole County  
Branch of Counties  
1000 South Highway 17-42  
Sanford, FL 32771

SEMINOLE COUNTY  
3231  
0330  
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PAGE

RETURN TO: FIRST AMERICAN TITLE INSURANCE COMPANY  
1565 1st ROAD, SUITE 100, WINTER PARK, FLORIDA 32789

11/16/96

*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 on a 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 certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

3231 0331  
SEMINOLE CO. FL  
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BOOK PAGE

*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. Mortgagee shall repay the loan amount of    thirty five hundred and no/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 this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

*Judy Foster*  
 \_\_\_\_\_  
 Print Name: JUDY FOSTER

*Pat Ayala*  
 \_\_\_\_\_  
 Print Name: PAT AYALA

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

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

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

*Ozelia Campbell*  
 \_\_\_\_\_  
 Print Name: Ozelia Campbell

*Dollie M. Campbell*  
 \_\_\_\_\_  
 Print Name: Dollie Campbell

\* 1024 Scott Ave. S.  
San Abd, FL 32771

3231 0332  
 OFFICIAL RECORDS  
 BOOK 3231 PAGE 0332  
 SEMINOLE CO. FL.

Certified copy

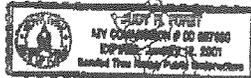
Seminole County Homeownership Assistance Program



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25<sup>th</sup> day of April, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared DEBRA CAMPBELL A Single Person  
and DAVE CAMPBELL JR 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 DAVE'S LICENSE as identification and who did/  
did not take an oath.

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



*Judy H. Forest*  
Name: Judy H Forest  
Notary Public  
Serial Number  
Commission Expires:

OFFICIAL RECORDS  
BOOK 5182  
3231 0333  
SEMINOLE CO. FL

*This is a certified copy*

*Seminole County Homeownership Assistance Program*



*This is not a certified copy*

EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 26, MAYFAIR SECTION FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 69, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS  
BOOK 3231 PAGE 0334  
SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

3231  
0335  
SEMINOLE COUNTY  
OFFICIAL RECORDS  
BOOK 2225

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, in order, the manner hereinafter specified, the sum of thirty thousand and no/100ths (\$ 3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East Pineda Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one)  ten (10),  twenty (20) or  thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall 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  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 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 S.H.L.P. /HOME Funds Coordinator

S.H.L.P. Home Ownership Assistance Program  
c/o The Greater Seminole County  
Chamber of Commerce  
4590 South Highway 44-92  
Casselberry, FL 32707

OFFICIAL RECORDS  
BOOK 3231 PAGE 0336  
SEMINOLE CO., FL

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

**CONSEQUENCE OF DEFAULT**

The occurrence of a default as set forth 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:

Judy H. Foret  
Print Name: JUDY FORET

Ozalia O Campbell  
Print Name: Ozalia Campbell

[Signature]  
Print Name: [Signature]

Dollie M. Campbell  
Print Name: Dollie Campbell

[Signature]  
Print Name: PAT AYER

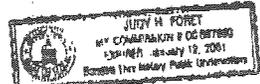
Print Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of April, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared OZALIA CAMPBELL and DOLLIE CAMPBELL, 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 not take an oath.

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



Judy H. Foret  
Name: Judy Foret  
Notary Public  
Serial Number  
Commission Expires

3291  
OFFICIAL RECORDS  
BOOK 3291  
PAGE 087

13200

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Ozelia Campbell and Dottie Campbell

Property Address: 1004 Scott Avenue, South Sanford, Florida 32771

This Agreement is entered into this 25 day of APRIL, 19 97 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 Ozelia Campbell and Dottie Campbell

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

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

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment loan in an amount up to \$3,500.00 at 1% 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 direct recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS BOOK 0338 SEMINOLE CO. FL

MARYANNE HORSE TEAM DE CIRCUIT

044993

RECORDED & VERIFIED 2007 APR 30 AM 9 50

81

RETURN TO: FIRST AMERICAN TITLE INSURANCE COMPANY 2606 LEE ROAD, SUITE 100, WINTER PARK, FLORIDA 32789

4/1/07

14477.3

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 noted as noted.

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

8 AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10 REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1 REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2 RECORDS AND REPORTS

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

OFFICIAL RECORDS  
BOOK 31 068  
SEMINOLE CO. FLA.

Handwritten watermark: "COPY"



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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 27, 1998, and recorded in Official Records Book 3401, Pages 0043 through and including 0047, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$7,200.00) (the "Note"), dated March 27, 1998, and recorded in the Official Records Book 3401, Pages 0048 through and including 0050, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 17, 1998, recorded in Official Records Book 3401, Pages 0051 through and including 0053, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 309 San Miguel Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

UNIT 20 OF INDIAN RIDGE, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1215, PAGE 1875 ET SEQ., PUBLIC RECORDS OF SEMINOLE COUNTY AND ALL AMENDMENTS TO SAID DECLARATION, TOGETHER WITH AN UNDIVIDED INTEREST OR SHARE IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT

and also sometimes described as:

LOT 20, INDIAN RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1238, PAGE 1349 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as set forth in Exhibit "A" hereto.

Parcel Identification No.: 34-20-30-519-0000-0200

(the "Property,") were made by Anthony F. Novinich, Jr. and Melissa Novinich, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05 - satisfaction-Novinich

EXHIBIT "A"

Unit 20, INDIAN RIDGE, PHASE I, a Condominium, according to the Declaration of Condominium, recorded in O.R. Book 1215, page 1875; First Amendment recorded in O.R. Book 1238, page 1349; Second Amendment recorded in O.R. Book 1262, page 161; Third Amendment recorded in O.R. Book 1407, page 607; Fourth Amendment recorded in O.R. Book 1424, page 1733; and Fifth Amendment recorded in O.R. Book 1653, page 131, and as recorded in Plat Book 22, pages 66, 67 and 68, and Plat Book 25, pages 26, 27 and 28, respectively; TOGETHER with all of the appurtenances thereto belonging according to said Declaration of Condominium, including an undivided interest in common elements. SUBJECT, HOWEVER, to all of the provisions of said Declaration of Condominium which the party of the second part assumes and agrees to observe and perform, including but not limited to the payments of assessment for the maintenance of said apartment and condominium. TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, and estate, reversion, remainder and easements thereto belonging or in anywise appertaining. All lying and being situate in Seminole County, Florida.

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>          SEMINOLE COUNTY FL.          1101 E. FIRST ST          GAINESVILLE, FL 32601-1468          352-369-7508</p>																																												
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 34-20-30-519-0000-0200      Tax District: W1-WINTER SPRINGS</p> <p>Owner: NOVINICH ANTHONY F JR      Exemptions:</p> <p>Address: 621 OUTRIGGER DR</p> <p>City,State,ZipCode: DELTONA FL 32738</p> <p>Property Address: 309 SAN MIGUEL CT WINTER SPRINGS 32708</p> <p>Subdivision Name: INDIAN RIDGE</p> <p>Dor: 04-CONDOMINIUM</p>		<p align="center"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$51,389</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$51,389</p> <p>Assessed Value (SOH): \$51,389</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$51,389</p> <p>Tax Estimator</p>																																										
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>03/1998</td> <td>03401</td> <td>0029</td> <td>\$35,500</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>11/1997</td> <td>03328</td> <td>0647</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1989</td> <td>02081</td> <td>1107</td> <td>\$40,300</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>06/1988</td> <td>01967</td> <td>1723</td> <td>\$135,000</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>06/1986</td> <td>01745</td> <td>1264</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1982</td> <td>01399</td> <td>1722</td> <td>\$734,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	SPECIAL WARRANTY DEED	03/1998	03401	0029	\$35,500	Improved	CERTIFICATE OF TITLE	11/1997	03328	0647	\$100	Improved	WARRANTY DEED	06/1989	02081	1107	\$40,300	Improved	SPECIAL WARRANTY DEED	06/1988	01967	1723	\$135,000	Improved	CERTIFICATE OF TITLE	06/1986	01745	1264	\$100	Improved	WARRANTY DEED	04/1982	01399	1722	\$734,000	Improved	<p align="center"><b>2004 VALUE SUMMARY</b></p> <p>2004 Tax Bill Amount: \$817</p> <p>2004 Taxable Value: \$43,719</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																							
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<p align="center"><b>LAND</b></p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>.10</td> <td></td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	.10		<p align="center"><b>LEGAL DESCRIPTION</b></p> <p>LEG LOT 20 INDIAN RIDGE ORB 1238 PG 1349</p>																														
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																												

33  
4/50

Seminole County Homeownership Assistance Program

WATSON TITLE INSURANCE, INC.  
2100 EAST COMMERCIAL BLVD.  
SUITE 211  
FT. LAUDERDALE, FL 33305

(R)

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 22 day of March 1998 by and between Anthony F. & Melissa Novinich Jr., husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$7,200.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.313(1) AND 199.105(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
ATTEB RECORDED BY THE  
S.E.L.E. HOMEOWNER ASSISTANCE  
PROGRAM - ATTN: MARION SHEL  
AND S. RWY AT-12  
CASSELLBERRY, M. 32707

RECORDED & VERIFIED  
105013  
MAR 27 1998  
OFFICIAL RECORDS  
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3101 0043  
SEMINOLE CO. FL

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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagees 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 Mortgagees 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 Mortgagees 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 Mortgagees, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagees to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

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

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SHERBROOK CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Seven Thousand Two Hundred dollars and 00/100 (\$7,200.00) to Mortgagee in full, less any available forgiveness as provided in the respective provisions of the Federal regulations in effect at the time of default.

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

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

Anthony F. Novinich Jr.

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

Anthony F. Novinich Jr.

Print Name: Anthony F. Novinich Jr.

Melissa Novinich

Print Name: Melissa Novinich

\_\_\_\_\_

Print Name:

\_\_\_\_\_

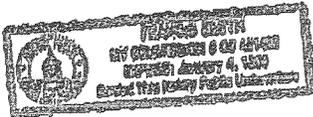
Print Name:

OFFICIAL RECORDS  
BOOK 3401 PAGE 0045  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Anthony P. Mellicham Sr.  
and Michelle Mellicham 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.



[Signature]  
Name: Famio  
Notary Public  
Social Number: 2481429  
Commission Expires: 1/4/99

OFFICIAL RECORDS  
BOOK  
3401 0046  
SEMINOLE CO. FL

REPRODUCIBILITY UNSATISFACTORY FOR MICROFILMING

EXHIBIT "A"  
LEGAL DESCRIPTION

The following property in Seminole County, Florida:

Tract 25, BEYOND HIGHWAY, TRACT 1, a Condominium, according to the Declaration of Condominium, recorded in O.G. Book 2120, page 2878; First Amendment recorded in O.G. Book 2530, page 1125; Second Amendment recorded in O.G. Book 2530, page 1125; Third Amendment recorded in O.G. Book 2530, page 1125; Fourth Amendment recorded in O.G. Book 2530, page 1125; and Fifth Amendment recorded in O.G. Book 2530, page 1125, and as recorded in Plat Book 25, page 45, 47 and 48, and Plat Book 25, pages 29, 37 and 38, together with all of the appurtenances thereto including everything in said Declaration of Condominium, including an undivided interest in common elements, ~~including~~, in all of the provisions of said Declaration of Condominium which the party of the second part assumes and agrees to observe and perform, including but not limited to the payments of assessments for the maintenance of said apartment and condominium, together with all the easements, improvements and appurtenances, with every privilege, right, title, interest, and estate, reversion, remainder and separate interest belonging or in anywise appertaining. All lying and being situate in Seminole County, Florida.

3401 0047  
SERIALS CO. FL  
OFFICIAL RECORDS  
ROOM

*Seminole County Homeownership Assistance Program*

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT:           \$7,200.00          

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 Seven Thousand Two Hundred Dollars and 00/100 (\$7,200.00). 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 remain owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

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

**DEFAULT**

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

\_\_\_\_\_

OFFICIAL BOOK  
2401 0048  
SEMINOLE CO. FL

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

This instrument was prepared by: AFTER RECORDING RETURN TO: GILIE HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON BELF 4800 N. US HWY 1 CANTONMENT, FL 32707

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

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

OFFICIAL RECORDS 2007 3601 0049 SEMINOLE CO. FL

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

Print Name: \_\_\_\_\_  
Print Name: Anthony F. Novinich Jr.  
*Anthony F. Novinich Jr.*

Print Name: \_\_\_\_\_  
Print Name: Melissa Novinich  
*Melissa Novinich*

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

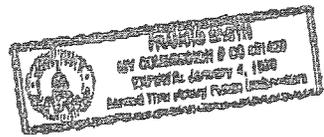
Print Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

OFFICIAL RECORDS  
BOOK 1901  
PAGE 0050  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Anthony F. Novinich Jr.  
and Melissa Novinich, who executed the foregoing instrument and who  
acknowledges before me that he/she/they executed the same and are personally known  
to me or have produced Deanna L. ... as identification and who did/  
did not take an oath.

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



Name: Anthony F. Novinich Jr.  
Notary Public  
Serial Number CC431429  
Commission Expires: 1/4/99

13  
20

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): ANTHONY F. NOVINICH JR. & MELLISSA R. NOVINICH  
Property Address: 109 SAN MIGUEL CT., WINTER SPRINGS, FL 32788

This Agreement is entered into this 17th day of FEBRUARY, 19 98 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 ANTHONY F. & MELLISSA R. NOVINICH JR., HUSBAND AND WIFE (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs and/or interest rate buy-down assistance through its subscription organization hereby known as Winter 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 subject unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; and (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$2,200.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the subject unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subscription or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than three five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Winter Seminole County Chamber of Commerce has reviewed the household income and property value

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F.V.  
10/13/98

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

6. HOUSING AND QUALITY STANDARDS

The property is the lease of initial occupancy by the HOMEBUYER shall meet Section 1 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

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

- 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/excused ensuring that property was not occupied by a woman and that the owner has been voluntarily displaced by choice).
- d) Lead paint
  - Applicable (Housing built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
  - Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the work 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.

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2005  
MAY 11 2005

OFFICIAL  
BOOK  
2101 0052  
SEMOLE 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 Statute 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 assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

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

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

WITNESS:

Mary Mantarini

Gary E. Kalber  
County Manager

Date: 3/19/98

WITNESSES AS TO HOMEBUYER(S):

Wendy Tesz  
Jamie Heide

HOMEBUYER  
City Daniel

Date: 2-17-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17th day of February, 1998, by Anthony F. Nounich, Jr. who is personally known to me or who has produced Fla. ID Card as identification.

Wendy Tesz

Print Name Wendy Tesz

Notary Public in and for the County and State Aforementioned.

My commission expires: 1-3-2000

Wendy Tesz  
Notary Public, State of Florida  
Commission No. CC 92593  
My Commission Expires 01/03/00  
1400 S. JOHNSWAY - P.O. BOX 10000 - BOCA RATON, FL 33432

Document Prepared By & Return To:  
(AFFIDAVIT RECORDING)  
P.O. Box 10000  
The Greater Seminole County  
Recorder of Deeds  
4777 South Highway 17-22  
Gainesville, FL 32607

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

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

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 22, 1995, and recorded in Official Records Book 2972, Pages 1552 through and including 1556, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated September 22, 1995, and recorded in the Official Records Book 2972, Pages 1557 through and including 1559, Public Records of Seminole County, Florida, which encumbered the property located at 2550 Clairmont Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 29, BLOCK A, WOODMERE TERRACE SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-505-0A00-0290

(the "Property,") were made by **Denise D. Chandler**, (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 thirty (30) years from the date of the Mortgage and the Note; and

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

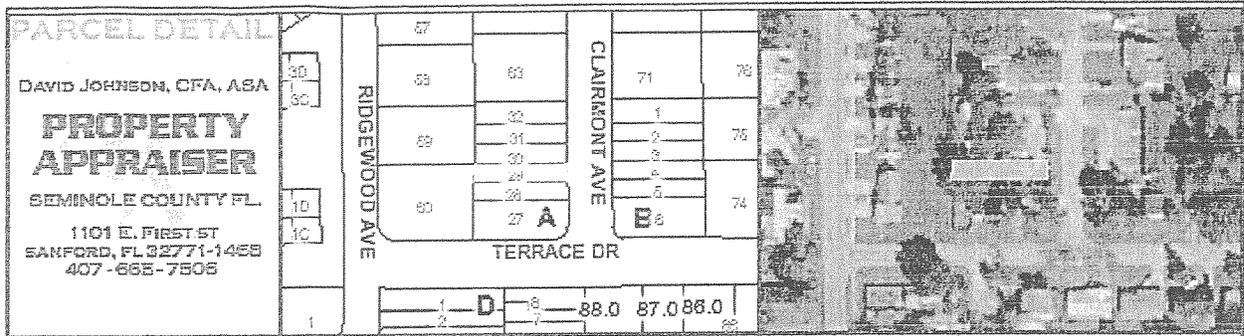
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Denise Chandler



**GENERAL**

Parcel Id: 02-20-30-505-0A00-0290 Tax District: S1-SANFORD  
 Owner: CHANDLER DENISE D Exemptions:  
 Address: 1071 WOODCREST RD  
 City,State,ZipCode: SOUTHPORT NC 28461  
 Property Address: 2550 CLAIRMONT AVE SANFORD 32773  
 Subdivision Name: WOODMERE TERRACE SEC 1  
 Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market  
 Number of Buildings: 1  
 Depreciated Bldg Value: \$39,554  
 Depreciated EXFT Value: \$0  
 Land Value (Market): \$10,000  
 Land Value Ag: \$0  
 Just/Market Value: \$49,554  
 Assessed Value (SOH): \$49,554  
 Exempt Value: \$0  
 Taxable Value: \$49,554  
 Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	09/1995	02972	1545	\$38,500	Improved
PROBATE RECORDS	03/1995	02896	0768	\$100	Improved
PROBATE RECORDS	01/1995	02875	2072	\$100	Improved
WARRANTY DEED	10/1988	02007	1561	\$43,500	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

2004 Tax Bill Amount: \$889  
 2004 Taxable Value: \$43,355  
 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	10,000.00	\$10,000

**LEGAL DESCRIPTION PLAT**

LEG LOT 29 BLK A WOODMERE TERRACE  
 SEC 1 PB 19 PG 92

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1975	6	866	914	866	CB/STUCCO FINISH	\$39,554	\$45,204
			Appendage / Sqft UTILITY FINISHED / 24						
			Appendage / Sqft OPEN PORCH FINISHED / 24						

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  
 \*\*\* If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

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4

REGIONAL RECORDS  
BOOK  
PAGE  
2972 1532  
SEMIHOLE FL.

7500757  
RETURN TO  
Seminole Title  
200 W. Central Expressway  
Altamonte Springs, FL



Seminole County Homeowners' Assistance Program

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
22nd day of September 1995 by and between Denise B. Chandler,  
and NYC hereinafter referred to as the "Mortgagee" and Seminole  
County, a political subdivision of the State of Florida, whose address is 1401 East First  
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagee" 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" includes 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 (\$ 24,000.00), hereinafter described, the Mortgagee hereby grants,  
bargains, sells, alien, conveys, and certifies unto the Mortgagee all the  
certain land of which the Mortgagee is now seized and in possession situated in  
Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

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

AND the Mortgagee covenants with the Mortgagee that the Mortgagee is indefeasibly  
seized of said land in fee simple; that the Mortgagee has good right and lawful authority  
to convey said land as aforesaid; that the Mortgagee will make such further assurances  
to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
required; that the Mortgagee hereby full warrants the title to said land and will defend  
the same against the lawful claims of all persons 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 SEMIHOLE  
COUNTY AND IS EXEMPT FROM PAYMENT  
OF INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.613(1) AND 169.185(1)(5),  
FLORIDA STATUTES

This instrument was prepared by:  
Elaine L. Harlow, SHIP Fund Coord.  
470 Seminole County Government  
1401 East First Street  
Sanford, FL 32771

257

11/11/11

*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 on a 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

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

SEE EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

OFFICIAL RECORDS  
BOOK PAGE  
2972 1554  
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



accepted 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, ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing, then the Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN FIVE (5) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER

EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) to Mortgagee in full, less any available forgiveness as provided in the repayment provisions of the Federal regulations in effect at the time of default.

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

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

[Signature]  
Print Name: JUDITH LLOYD  
[Signature]  
Print Name: CAROL L. WEAVER, SR.

[Signature]  
Print Name: Barbara D. Chandler  
2550 State Street SW, Sanford,  
FL 32773  
Print Name: \_\_\_\_\_

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

OFFICIAL RECORD  
BOOK PAGE  
2972 1555  
SEMINOLE CO. FL.

Seminole County Homestead Allotment Program



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22nd day of September 1995  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Doris L. Chandler  
and n/a, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Driver's License as identification and who did  
not take an oath.

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

Name:  
Notary Public  
State Number  
Commission Expires:





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2972 1552  
SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



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

Lot B, Block A, WINDSOR TOWNS SECTION 05, according to the Plat thereof as recorded  
in Plat Book 11, page 02, Public Records of Seminole County, Florida.

Description: Seminole, FL Document-Book Page 2972.1552 Page: 5 of 8  
Order: 3052 Comment:

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SEMINOLE CO. FL.

*Seminole County Homeownership Assistance Program*



**EXHIBIT "B"**  
**SECOND MORTGAGE NOTE**

AMOUNT: 13,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promise to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the sum of Three thousand and no/100 (\$ 3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

**DEFAULT**

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

\_\_\_\_\_

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2912 1556  
SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 409.613(1) AND 409.403(1)(4), FLORIDA STATUTES

This instrument was prepared by:  
Elsing L. Rapley, SHIP Fund Comm.  
c/o Seminole County Government  
1101 East First Street  
Sanford, FL 32771

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

CONSEQUENCE OF DEFAULT

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

Result

OFFICIAL RECORDS PAGE  
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SEMINOLE CO., FL.

Seminole County Homeowner's Assistance Program



Each person liable hereon whether maker or endorser, hereby waives perfection, 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 their hands, provided the day and year first above written.

*[Signature]*  
Print Name: JUDITH [unclear]  
*[Signature]*  
Print Name: EMILY L. [unclear]

*[Signature]*  
Print Name: Denise D. Chandler  
Print Name: Denise D. Chandler  
Print Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22nd day of September, 1905 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Denise D. Chandler and He 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 not take an oath.

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



*[Signature]*  
Name: Denise D. Chandler  
Notary Public  
Serial Number  
Commission Expires:

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Description: Seminole, FL Document-Book Page 2972.1552 Page: 8 of 8  
Order: 3052 Comment:

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 29, 1997, and recorded in Official Records Book 3233, Pages 0086 through and including 0090, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$3,100.00) (the "Note"), dated April 29, 1997, and recorded in the Official Records Book 3233, Pages 0091 through and including 0093, Public Records of Seminole County, Florida, and that certain Homebuyer Program Assistance Agreement dated April 29, 1997, recorded in Official Records Book 3233, Pages 0094, through and including 0096 of the public Records of Seminole County, Florida ("Agreement"), all of which encumbered the property located at 824 Agnes Drive, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 36, BLOCK A, MALTBIE SHORES SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 29, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 36, BLOCK A, MALTBIE SHORES SECOND ADDITION, THENCE SOUTH 69 DEGREES 51 MINUTES 30 SECONDS WEST 113.81 FEET ALONG THE NORTHERLY LINE OF SAID LOT 36, THENCE NORTH 72 DEGREES 19 MINUTES 50 SECONDS EAST 62.54 FEET, THENCE NORTH 66 DEGREES 51 MINUTES 00 SECONDS EAST 51.4 FEET TO THE POINT OF BEGINNING

Parcel Identification Number: 18-21-30-516-0A00-0360

(the "Property,") were made by Nancy G. Pasnak, a single woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

WHEREAS, the Owner did maintain the Property as her residence for at least eight (8) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage, Note and Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Nancy Pasnak

**SHIP SATISFACTION OF MORTGAGE**  
**DOCUMENT PREPARATION**  
**INFORMATION FORM**

Name(s) of Mortgagor(s):	Nancy G. Pasnak
Married or single persons:	Single
Address of Mortgagor(s):	See attached
Address of Property To be financed:	See attached
Parcel Identification No.:	See attached
Legal Description:	See attached
Principal Amount of Mortgage and Note:	\$3,100.00
Dated Date of Note: (same as closing)	N/A
Rate of Interest:	0
Maturity Date of Note:	April 29, 2007
Deferred Payment (Y/N): If no, provide details of amortization schedule	Yes
If First and Second Mortgage Note Combi- nation, provide details:	N/A
Affordability Period:	10 years
Forgiveness Date:	April 29, 2007
Restrictive Covenants: Desired, if any	N/A
Purpose of Loan:	Down Payment Assistance
Special Terms and Conditions or other important facts:	This is a satisfaction of mortgage that is being requested.

*Please attach a copy of title insurance commitment or title report showing other encumbrances or liens on the subject property, if available.*

**PARCEL DETAIL**

DAVID JOHNSON, CFA, ASA

**PROPERTY APPRAISER**

SEMINOLE COUNTY FL

1101 E. FIRST ST  
SAFORD, FL 32771-1466  
407-655-7505

<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 18-21-30-516-0A00-0360      Tax District: A1-ALTAMONTE</p> <p>Owner: PASNAK NANCY G      Exemptions: 00-HOMESTEAD</p> <p>Address: 824 AGNES DR</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32701</p> <p>Property Address: 824 AGNES AVE ALTAMONTE SPRINGS 32701</p> <p>Subdivision Name: MALTBIE SHORES 2ND ADD</p> <p>Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$93,292</p> <p>Depreciated EXFT Value: \$240</p> <p>Land Value (Market): \$21,389</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$114,921</p> <p>Assessed Value (SOH): \$68,559</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$43,559</p> <p>Tax Estimator</p>
--	--

<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>04/1997</td> <td>03233</td> <td>0080</td> <td>\$65,000</td> <td>Improved</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>07/1989</td> <td>02108</td> <td>0134</td> <td>\$59,900</td> <td>Improved</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>02/1988</td> <td>01931</td> <td>0779</td> <td>\$41,100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1985</td> <td>01667</td> <td>1020</td> <td>\$56,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1979</td> <td>01226</td> <td>0671</td> <td>\$38,000</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	04/1997	03233	0080	\$65,000	Improved	SPECIAL WARRANTY DEED	07/1989	02108	0134	\$59,900	Improved	CERTIFICATE OF TITLE	02/1988	01931	0779	\$41,100	Improved	WARRANTY DEED	09/1985	01667	1020	\$56,000	Improved	WARRANTY DEED	05/1979	01226	0671	\$38,000	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$1,058</p> <p>2004 Tax Bill Amount: \$818</p> <p>Save Our Homes (SOH) Savings: \$240</p> <p>2004 Taxable Value: \$41,562</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																
WARRANTY DEED	04/1997	03233	0080	\$65,000	Improved																																
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<p style="text-align: center;"><b>LAND</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>FRONT FOOT &amp; DEPTH</td> <td>70</td> <td>135</td> <td>.000</td> <td>315.00</td> <td>\$21,389</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	FRONT FOOT & DEPTH	70	135	.000	315.00	\$21,389	<p style="text-align: center;"><b>LEGAL DESCRIPTION PLAT</b></p> <p>LEG LOT 36 (LESS BEG NE COR RUN S 69 DEG 51 MIN 30 SEC W 113.81 FT N 72 DEG 19 MIN 50 SEC E 62.54 FT N 66 DEG 51 MIN E 51.4 FT TO BEG) BLK A</p> <p>MALTBIE SHORES 2ND ADD PB 16 PG 29</p>
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value								
FRONT FOOT & DEPTH	70	135	.000	315.00	\$21,389								

BUILDING INFORMATION									
Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1971	5	1,226	1,780	1,226	CONC BLOCK	\$93,292	\$110,405
	Appendage / Sqft		SCREEN PORCH UNFINISHED / 200						
	Appendage / Sqft		OPEN PORCH FINISHED / 60						
	Appendage / Sqft		GARAGE FINISHED / 294						

EXTRA FEATURE				
Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1971	1	\$240	\$600

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.  
 \*\*\* If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

33450

Seminole County Homeownership Assistance Program



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 14th day of APRIL 1997 by and between Nancy G. Pasmak, a single and Wife hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East 1st 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 (\$1,100.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, 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 as 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 420.613(1) AND 199.165(1)(d), FLORIDA STATUTES

FILED IN SEMINOLE COUNTY, FLORIDA  
E.H.A.P./HOME FILED  
MAY -2 PM 4:12  
Seminole County Homeownership Assistance Program  
Seminole County  
Shirley L. Gentry  
Assistant Clerk  
1997 APR 17 PM 4:12  
SEMINOLE CO. FL

OFFICIAL RECORDS  
0086

PARVAANE MOSE  
Seminole County Clerk

RECORDED & VERIFIED

*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 Mortgagees to declare a default. In the event of foreclosure, the Mortgagees reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagees 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 Mortgagees 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 Mortgagees 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 Mortgagees, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagees 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.

3233  
0087  
OFFICIAL RECORDS  
SEMINOLE CO. FL

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 ~~Two Thousand and no/100 dollars (\$ 2,100.00)~~ to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

OFFICIAL RECORDS BOOK

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.

A. Charlotte Kiser

Print Name: A. Charlotte Kiser

Fredrick W. Jones

Print Name: FREDERICK W. JONES

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

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

Jenny G. Paszek 4/29/97

Print Name: Jenny G. Paszek

824 Agnes Drive  
Altamonte Springs, FL 32701

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

Official Record

Seminole County Homeownership Assistance Program



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of April, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid,  
to take acknowledgments, personally appeared Alany G. Bessie  
and \_\_\_\_\_, who executed the foregoing instrument and she  
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.

*[Handwritten Signature]*

Name:  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL RECORDS  
ROOM  
0089  
D.D. FL

*This is not a certified copy*

*Seminole County Homeownership Assistance Program*



OFFICIAL RECORDS  
BOOK  
3233 0090  
SEMINOLE CO. FL

This is a  
Certified copy

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 34, Block A, **MALTHE SHORES SECOND ADDITION**, according to the Plat thereof as recorded in Plat Book 16, Page 26, Public Records of Seminole County, Florida, **LESS** beginning at the most Northernly corner of Lot 34, Block A, **MALTHE SHORES SECOND ADDITION**, thence South 69 Degrees 51 Minutes 20 Seconds West 112.61 feet along the Northernly line of said Lot 34, thence North 73 Degrees 19 Minutes 20 Seconds East 62.54 feet, thence North 66 Degrees 51 Minutes 00 Seconds East 91.00 feet to the Point of Beginning.

LEGALLY INSUFFICIENT  
FOR RECORDED

Seminole County Homeownership Assistance Program



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT \$3,100.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, in order, the manner hereinafter specified, the sum of thirty one hundred and No/100ths (\$3,100.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 West Third 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 respective provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

**DEFAULT**

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

\_\_\_\_\_

3233  
SEMINOLE COUNTY  
0091  
OFFICIAL RECORDS

NOT RECORDED

*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 document was prepared by: Line L  
H.I.P.  
to The Greater Seminole County  
Chamber of Commerce  
430 East Highway 170E  
Seminole, FL 32761

OFFICIAL RECORDS  
BOOK 0092  
PAGE 0092  
SEMINOLE CO. FL

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

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinafore 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 this day and year first above written.

A. Charlotte Kuter  
Print Name: A. Charlotte Kuter  
Judith A. Jones  
Print Name: FREDERICK W. JONES

Nancy G. Pasnak  
Print Name: Nancy G. Pasnak  
Print Name: \_\_\_\_\_

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

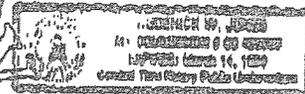
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 7 day of April, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Nancy G. Pasnak and \_\_\_\_\_, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did not take an oath.

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

Judith A. Jones  
Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: 4/14/00



OFFICIAL RECORDS  
ROW 323  
0093  
CO FL

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 31, 1998, and recorded in Official Records Book 3397, Pages 0631 through and including 0635, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated March 31, 1998, and recorded in the Official Records Book 3397, Pages 0636 through and including 0638, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 21, 1998, recorded in Official Records Book 3397, Pages 0639 through and including 0641, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1400 Forest Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK 7, REPLAT OF BLOCK 7 AND A PORTION OF BLOCK 2, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 52 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-523-0700-0050

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

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

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-James Lee

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																																																	
<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-523-0700-0050      Tax District: S1-SANFORD</p> <p>Owner: LEE JAMES B      Exemptions: 00-HOMESTEAD</p> <p>Address: 1400 FOREST DR</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 1400 FOREST DR SANFORD 32771</p> <p>Subdivision Name: WYNNEWOOD REPLAT</p> <p>Dor: 01-SINGLE FAMILY</p>	<p><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$50,202</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$16,910</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$67,112</p> <p>Assessed Value (SOH): \$44,294</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$19,294</p> <p>Tax Estimator</p>																																																																																
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>CORRECTIVE DEED</td> <td>07/1999</td> <td>03695</td> <td>0263</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1995</td> <td>03397</td> <td>0655</td> <td>\$40,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1998</td> <td>03397</td> <td>0620</td> <td>\$55,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1993</td> <td>02648</td> <td>0492</td> <td>\$39,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>10/1992</td> <td>02497</td> <td>0874</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>10/1992</td> <td>02497</td> <td>0873</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01117</td> <td>0866</td> <td>\$21,230</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1975</td> <td>01072</td> <td>0501</td> <td>\$18,500</td> <td>Improved</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>	Deed	Date	Book	Page	Amount	Vac/Imp	CORRECTIVE DEED	07/1999	03695	0263	\$100	Improved	WARRANTY DEED	10/1995	03397	0655	\$40,000	Improved	WARRANTY DEED	03/1998	03397	0620	\$55,000	Improved	WARRANTY DEED	09/1993	02648	0492	\$39,000	Improved	QUIT CLAIM DEED	10/1992	02497	0874	\$100	Improved	QUIT CLAIM DEED	10/1992	02497	0873	\$100	Improved	WARRANTY DEED	01/1977	01117	0866	\$21,230	Improved	WARRANTY DEED	01/1975	01072	0501	\$18,500	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$621</p> <p>2004 Tax Bill Amount: \$369</p> <p>Save Our Homes (SOH) Savings: \$252</p> <p>2004 Taxable Value: \$18,004</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																										
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6.15

Seminole County Homeownership Assistance Program

**Second Mortgage Deed**

*J.P.L.*

THIS SECOND MORTGAGE DEED is hereby made and entered into the 31st day of March 1992, by and between James Briles, a single person, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

OFFICIAL RECORDS  
BOOK 3397 PAGE 0631  
SEMINOLE CO. FL

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,600.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, assigns, 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.:

102340

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREBIN

82  
⑦

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.

RECORDED & VERIFIED  
1992 MAR - 1 11 2 06

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 420.51(1) AND 197.10(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
ARTE RECORDING CENTER, INC.  
S.E.P. INTERBUYER ASSISTANCE  
PROGRAM - ATTN: SHARON BELL  
4200 E. WYLY 17-92  
CASSEL BERRY, FL 32009

1 of 5

*J.P.L.*  
JAMES P. LEE  
ATTORNEY AT LAW  
1101 EAST FIRST STREET  
SANFORD, FL 32771

Devo  
Order

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 bar authorizing the Mortgagees to declare a default. In the event of foreclosure, the Mortgagees reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagees 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, control 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 Mortgagees 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 Mortgagees 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 Mortgagees, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagees 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.



3397 0692  
SENECA CO. FL  
OFFICIAL RECORDS  
BOOK PAGE

7/14/05  
Recording Fee

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 provision 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.

*James Bayart Lee*  
Print Name:

*James Bayart Lee*  
Print Name: James Bayart Lee

1400 Forest Dr., Sanford, FL 32771

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

Print Name:

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

Print Name:

Print Name:

Print Name:

3397 0699  
REGISTRATION  
PAGE

STATE OF FLORIDA  
COUNTY OF SEMINOLE

*J.P.C.*

I HEREBY CERTIFY that on this 31st day of March, 1998  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared James Bryant Lee, a single man  
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 \_\_\_\_\_ identification and who did  
did not take an oath.

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

*[Signature]*

Name: James C. Lee, III  
Notary Public  
Serial Number  
Commission Expires: 4/20/98



3397 0631  
SEMINOLE CO. FL  
LEGAL RECORDS  
BOOK PAGE

*J.P.C.*

Notary Public

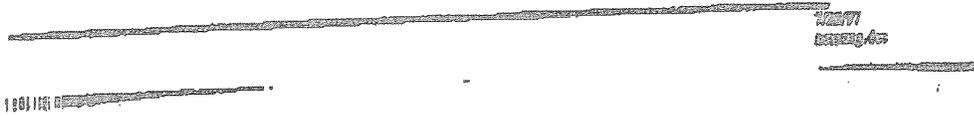
OFFICIAL RECORDS  
BOOK PAGE  
3397 0635  
SEMINOLE CO. FL

EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 5, Block 7, Replat of Block 7 and a portion of Block 2,  
WYNNWOOD, according to the plat thereof as recorded in  
Plat Book 6, Page 52, Public Records of Seminole County,  
Florida.

5015 *ABL*



OFFICIAL RECORDS  
BOOK PAGE

Seminole County Homeownership Assistance Program 0636  
SEMINOLE CO. FL

EXHIBIT "B"  
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

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

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

\_\_\_\_\_

  
TABINI  
COUNTY CLERK



Each person liable hereon whether maker or endorser, hereby waives permanent, 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:	Print Name: James B. Lee
_____	_____
Print Name:	Print Name:
_____	_____
Print Name:	Print Name:
_____	_____
Print Name:	Print Name:

OFFICIAL RECORDS  
BOOK PAGE  
3397 0630  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31 day of March, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James B. Lee 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 Florida Driver License as identification and who did not take an oath.

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

  
Notary Public  
Serial Number  
Commission Expires: 4/24/05

NOTARY  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK PAGE

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

3397 0639  
SEMINOLE CO. FL

Doc. No.  
Order

Applicant(s): JAMES B. LEE  
Property Address: 1400 FOREST DR., SANFORD, FL 32771

This Agreement is entered into this 21ST day of FEBRUARY, 19 98 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 JAMES B. LEE, 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 downpayments, closing costs, and/or interest free buy-down assistance through its subrecipient organization hereby known as Castro Seminole County Chapter 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 \$3,510.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Castro Seminole County Chapter 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.

Witness my hand and seal this 21st day of February, 1998.

60

9/13/98

DRAG: 0/0/0

OFFICIAL RECORDS PAGE

3397 0660

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

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Florida Quality Standards (FQS) 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 (see unit)
- b) Environmental review  Applicable  Not Applicable
- c) Displacement, relocation and acquisition
  - Not Applicable (Activity limited to downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; generates 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/obtained assuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
  - Applicable (Units built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint calcetes.)
  - Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Debarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

11. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

Formal/Signature

OFFICIAL RECORDS BOOK PAGE

3. RECORDS AND REFERENCE

The COUNTY and HOMEBUYER shall complete all reports and maintain records 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. 8641 SEMINOLE CO. FL

1. 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 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, 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 parties 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 Martens

WITNESSES AS TO HOMEBUYER(S):

[Signature]

[Signature]  
Gary E. Kalor County Manager

Date: 3/19/98

HOMEBUYER  
[Signature]  
James Bryant Lee

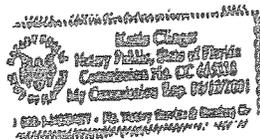
Date: 3-21-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF SEMINOLE



The foregoing instrument was acknowledged before me this 21 day of Feb, 1998 by James B. Lee, who is personally known to me or who has produced DRIVERS LICENSE as identification.

Katie Clinger

Print Name Katie Clinger

Notary Public in and for the County and State Aforesaid.

My commission expires: 11/12 2001

Document Prepared By a Return Doc (AFTER RECORDING)

DRAP, Home Owner's Assistance Program of The Greater Seminole County Chapter of Community 6200 South Highway 17-02 Gainesville, FL 32607

Partnership/Agency

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

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

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 20, 1999, and recorded in Official Records Book 3661, Pages 1573 through and including 1577, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00) (the "Note"), dated May 20, 1999, and recorded in the Official Records Book 3661, Pages 1578 through and including 1580, Public Records of Seminole County, Florida, which encumbered the property located at 215 Tangerine Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK A, RAVENNA PARK SECTION OF LOCH ARBOR,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
12, PAGES 61 AND 62 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-506-0A00-0010

(the "Property,") were made by **Jason W. Davis and Michelle J. Davis**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

**WHEREAS**, the Owners did maintain the Property as their residence for at least six (6) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Davis

<b>PARCEL DETAIL</b> DAVID JOHNSON, CFA, ASA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506																																																																			
<b>GENERAL</b> Parcel Id: 34-19-30-506-0A00-0010      Tax District: 01-COUNTY-TX DIST 1 Owner: DAVIS JASON W & MICHELLE J      Exemptions: 00-HOMESTEAD Address: 215 TANGERINE DR City,State,ZipCode: SANFORD FL 32771 Property Address: 215 TANGERINE DR SANFORD 32771 Subdivision Name: RAVENNA PARK SEC OF LOCH ARBOR Dor: 01-SINGLE FAMILY		<b>2005 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$60,421 Depreciated EXFT Value: \$448 Land Value (Market): \$19,100 Land Value Ag: \$0 Just/Market Value: \$79,969 Assessed Value (SOH): \$57,510 Exempt Value: \$25,000 Taxable Value: \$32,510 Tax Estimator																																																																	
<b>SALES</b> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>05/1999</td> <td>03661</td> <td>1566</td> <td>\$31,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1999</td> <td>03661</td> <td>1565</td> <td>\$31,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>01/1998</td> <td>03353</td> <td>1023</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>10/1990</td> <td>02253</td> <td>0192</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1977</td> <td>01129</td> <td>0542</td> <td>\$25,000</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	05/1999	03661	1566	\$31,000	Improved	WARRANTY DEED	05/1999	03661	1565	\$31,000	Improved	QUIT CLAIM DEED	01/1998	03353	1023	\$100	Improved	QUIT CLAIM DEED	10/1990	02253	0192	\$100	Improved	WARRANTY DEED	01/1977	01129	0542	\$25,000	Improved	<b>2004 VALUE SUMMARY</b> Tax Value(without SOH): \$845 2004 Tax Bill Amount: \$521 Save Our Homes (SOH) Savings: \$324 2004 Taxable Value: \$30,835 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																													
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																																			

370  
15

# Seminole County Homeownership Assistance Program Second Mortgage Deed

OFFICIAL RECORDS  
BOOK: 3661  
PAGE: 1573  
SEMINOLE CO. FL

L10899J

THIS SECOND MORTGAGE DEED is hereby made and entered into the 20th day of MAY 1999 by and between Jason W. & Michelle J. Davis, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,400.00), 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 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 420.613(1) AND 100.185(1)(a) FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
DAVE HONERLIVER ASSISTANCE PROGRAM - ATTN: EMARCHELE  
2228 JUNE 17-99  
CASSELBERRY, FL 32707

ARVAINNE HORSE  
CLERK OF CIRCUIT COURT  
387404

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED  
59 JUN -3 PM 2:31

Return to Central Florida Title Company  
320 W. Sabal Palm Pl., Ste. 100  
Longwood, Florida 32779

7/23/99  
recording date

OFFICIAL RECORDS  
BOOK

PAGE  
157

ANY DEFAULT in any mortgage note, or lien of ~~the~~ 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 ~~Mortgagee~~ foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

7/14/05  
12:50:00

OFFICIAL RECORDS  
BOOK PAGE

3661 1575

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven, and the 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 Four Hundred Dollars and 00/100 (\$3,400.00) 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.

*Michael P. Kadick*

Print Name:

Michael P. Kadick

Print Name:

*Brenda L. Johnson*

Brenda L. Johnson

Print Name:

*Jason W. Davis*  
315 TONGUELINE DR. Int'd. # 3212

Print Name: Jason W. Davis

*Michelle J. Davis*

Print Name: Michelle J. Davis

Print Name:

Print Name:

Certified Copy

\_\_\_\_\_



OFFICIAL RECORDS  
BOOK PAGE

3661 1576

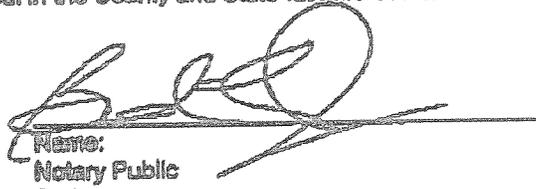
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

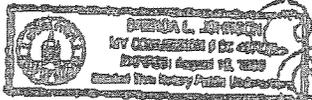
I HEREBY CERTIFY that on this 20th day of MAY, 1999  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared JASON B. DAVIS  
and HARRIS J. DAVIS, who executed the foregoing instrument and who  
acknowledge before me that 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.

Not a



Name:  
Notary Public  
Serial Number  
Commission Expires:



Certified copy

\_\_\_\_\_  
\_\_\_\_\_  
TRIST  
Mortgage, Inc.

OFFICIAL RECORDS  
BOOK PAGE

3661 1577

SEMINOLE CO. FL

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 1, BLOCK A, EASTERN BANK SECTION OF LOCH ABEROR, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This is not a certified copy

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

OFFICIAL RECORDS  
BOOK PAGE

**Seminole County Homeownership  
Assistance Program**

SEMINOLE CO. FL

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,400.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, in the manner hereinafter specified, the sum of Three Thousand Four Hundred Dollars and 00/100 (\$3,400.00). 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:

\_\_\_\_\_

\_\_\_\_\_  
7/14/05  
12:51:00

OFFICIAL RECORDS  
BOOK PAGE

3661 1579

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

This instrument was prepared by:  
SEMINOLE COUNTY  
RETURN TO:  
G.H.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: MARION BILE  
4002 S. US HWY 1  
CARROLL WENRY, 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 this Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

OFFICIAL RECORDS  
BOOK PAGE

Each person liable hereon whether maker or ~~endorser~~, hereby ~~agrees~~ <sup>366</sup> ~~agrees~~ <sup>588</sup> ~~to pay~~ <sup>to pay</sup> all costs, including protest, notice of protest and notice of dishonor ~~and interest~~ <sup>and interest</sup> 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.

*[Handwritten signature]*  
\_\_\_\_\_

Print Name:

*Michael P. Kahich*  
\_\_\_\_\_

Print Name: Jason W. Davis

*Michelle J. Davis*  
\_\_\_\_\_

215 Tanager Lane, Apt. 3  
Sanford, Fl. 32771

Print Name:

*Brenda L. Johnson*  
\_\_\_\_\_

Print Name: Michelle J. Davis

Print Name:

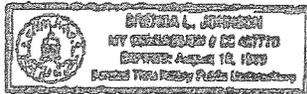
Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of MAY, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JASON W. DAVIS and MICHELLE J. DAVIS, 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.



*[Handwritten signature]*  
Name: \_\_\_\_\_  
Notary Public  
Serial Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 25, 1996, and recorded in Official Records Book 3164, Pages 1452 through and including 1455, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00) (the "Note"), dated October 25, 1996, and recorded in the Official Records Book 3164, Pages 1456 through and including 1460, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 3, 1996, recorded in Official Records Book 3164, Pages 1461 through and including 1463, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 803 Valencia Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 57, SAN LANTA THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-505-0000-0570

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

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owner did maintain the Property as her residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Personal Representative for the estate of the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

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

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Etta Montaque

<p><b>PARCEL DETAIL</b></p> <p>DAVID JOHNSON, CFA, ASA</p> <p><b>PROPERTY APPRAISER</b></p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-655-7508</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:5%;">30</td><td style="width:5%;">3</td><td style="width:5%;">4</td></tr> <tr><td>28</td><td colspan="2" style="text-align: center;">3.0</td></tr> <tr><td colspan="3">VALENCIA ST</td></tr> <tr><td>32</td><td colspan="2" style="text-align: center;">7A</td></tr> <tr><td>31</td><td colspan="2" style="text-align: center;">1.0</td></tr> <tr><td colspan="3">28E</td></tr> <tr><td colspan="3">22.0</td></tr> <tr><td>21</td><td>22</td><td>23</td></tr> </table>	30	3	4	28	3.0		VALENCIA ST			32	7A		31	1.0		28E			22.0			21	22	23	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">LOCUST AVE</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:5%;">80</td><td style="width:5%;">81</td><td style="width:5%;">111</td></tr> <tr><td>58</td><td>83</td><td>82</td></tr> <tr><td>58</td><td>57</td><td>56</td></tr> <tr><td>55</td><td>54</td><td>52</td></tr> <tr><td colspan="3">17</td></tr> <tr><td>4.0</td><td>6.0</td><td></td></tr> </table>	80	81	111	58	83	82	58	57	56	55	54	52	17			4.0	6.0																				
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<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 31-19-31-505-0000-0570      Tax District: S1-SANFORD</p> <p>Owner: SUTTON CLAUDE PER REP      Exemptions: 00-HOMESTEAD</p> <p>Own/Addr: ESTATE OF ETTA MONTAQUE</p> <p>Address: 523 BEVERLY AVE</p> <p>City,State,ZipCode: SCOTH PLAINS NJ 07076</p> <p>Property Address: 803 VALENCIA ST SANFORD 32771</p> <p>Subdivision Name: SAN LANTA 3RD SEC</p> <p>Dor: 01-SINGLE FAMILY</p>				<p style="text-align: center;"><b>2005 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$61,126</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$11,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$72,126</p> <p>Assessed Value (SOH): \$51,227</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$26,227</p> <p>Tax Estimator</p>																																																												
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr><td>PROBATE RECORDS</td><td>03/2005</td><td>05671</td><td>0193</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>10/1996</td><td>03164</td><td>1441</td><td>\$52,000</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>06/1996</td><td>03094</td><td>2004</td><td>\$35,100</td><td>Improved</td></tr> <tr><td>SPECIAL WARRANTY DEED</td><td>02/1996</td><td>03038</td><td>0957</td><td>\$49,300</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>01/1996</td><td>03024</td><td>0784</td><td>\$100</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>05/1993</td><td>02586</td><td>0298</td><td>\$48,500</td><td>Improved</td></tr> <tr><td>CERTIFICATE OF TITLE</td><td>01/1992</td><td>02383</td><td>0202</td><td>\$14,700</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>10/1981</td><td>01362</td><td>1762</td><td>\$31,900</td><td>Improved</td></tr> <tr><td>WARRANTY DEED</td><td>11/1978</td><td>01202</td><td>0575</td><td>\$19,000</td><td>Improved</td></tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	PROBATE RECORDS	03/2005	05671	0193	\$100	Improved	WARRANTY DEED	10/1996	03164	1441	\$52,000	Improved	SPECIAL WARRANTY DEED	06/1996	03094	2004	\$35,100	Improved	SPECIAL WARRANTY DEED	02/1996	03038	0957	\$49,300	Improved	CERTIFICATE OF TITLE	01/1996	03024	0784	\$100	Improved	WARRANTY DEED	05/1993	02586	0298	\$48,500	Improved	CERTIFICATE OF TITLE	01/1992	02383	0202	\$14,700	Improved	WARRANTY DEED	10/1981	01362	1762	\$31,900	Improved	WARRANTY DEED	11/1978	01202	0575	\$19,000	Improved	<p style="text-align: center;"><b>2004 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$786</p> <p>2004 Tax Bill Amount: \$507</p> <p>Save Our Homes (SOH) Savings: \$279</p> <p>2004 Taxable Value: \$24,735</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp																																																											
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<p style="text-align: center;"><b>LAND</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>11,000.00</td> <td>\$11,000</td> </tr> </tbody> </table>				Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	11,000.00	\$11,000	<p style="text-align: center;"><b>LEGAL DESCRIPTION PLAT</b></p> <p>LEG LOT 57 SAN LANTA 3RD SEC PB 13 PG 75</p>																																																
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																																											
LOT	0	0	1.000	11,000.00	\$11,000																																																											
<p style="text-align: center;"><b>BUILDING INFORMATION</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Bld</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1971</td> <td>5</td> <td>975</td> <td>1,398</td> <td>975</td> <td>BRICK/WOOD FRAMING</td> <td>\$61,126</td> <td>\$72,339</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft      OPEN PORCH FINISHED / 104</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft      CARPORT FINISHED / 121</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft      ENCLOSED PORCH UNFINISHED / 99</td> </tr> <tr> <td colspan="3"></td> <td colspan="7">Appendage / Sqft      UTILITY FINISHED / 99</td> </tr> </tbody> </table>				Bld Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1971	5	975	1,398	975	BRICK/WOOD FRAMING	\$61,126	\$72,339				Appendage / Sqft      OPEN PORCH FINISHED / 104										Appendage / Sqft      CARPORT FINISHED / 121										Appendage / Sqft      ENCLOSED PORCH UNFINISHED / 99										Appendage / Sqft      UTILITY FINISHED / 99							
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			Appendage / Sqft      UTILITY FINISHED / 99																																																													
<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																																

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

919162

96 DEC -2 PM 3: 04

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631

*Seminole County Homeownership Assistance Program*



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
25th day of OCTOBER 1996 by and between ETIA MONTAQUE, UNMARRIED  
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 (\$ 3,200.00 ), hereinafter described, the Mortgagor hereby grants,  
bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the  
certain land of which the Mortgagor is now seized and in possession situated in  
Seminole County, Florida, to:

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 on the Mortgagee as may reasonably be  
required; that the Mortgagor hereby warrants the title to said land and will defend  
the same against the lawful claims of all persons whomsoever; and that said land is  
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by  
and Return To:  
Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4598 South Highway 17-92  
Casselberry, FL 32707

OFFICIAL RECORDS  
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SEMINOLE CO. FL

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*Seminole County Homeownership Assistance Program*



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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee of 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 occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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1153  
OFFICIAL RECORDS  
BOOK  
PAGE

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 this day and year first above written

Print Name: MARK WRIGHT

Etta Montague  
2071 BRISSON AVENUE SANFORD, FLORIDA 32772  
Print Name: ETTA MONTAGUE

Print Name: SUBIE SMITH

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

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

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of OCTOBER, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ETTA MONTAGUE, UNMARRIED 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 A DRIVERS LICENSE as identification and who did/did not take an oath.

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

Name: MARK WRIGHT  
Notary Public

Serial Number 00 439144  
Commission Expires: 3/2/99



MARK WRIGHT  
MY COMMISSION # 00439144 EXPIRES  
March 2, 1999  
FORBIDDEN TO BE USED FOR OBSERVANCE, ETC.

OFFICIAL RECORDS  
BOOK 800A  
PAGE 3154  
1454

RECEIVED  
COUNTY OF SEMINOLE  
OFFICE OF THE CLERK  
MAY 10 1996

*Seminole County Homeownership Assistance Program*



This is not a certified copy

EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 57, SAN LUISA THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED  
IN PLAT BOOK 25, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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BOOK 3164 PAGE 1455  
SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



3164 1456  
SEMINOLE CO. FL

OFFICIAL RECORDS  
BOOK 1456

EXHIBIT "B"  
SECOND MORTGAGE NOTE

COPY

AMOUNT: \$3,200.00

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 TWO HUNDRED~~ and 00/100--- (\$3,200.00). The said principal shall be payable in lawful money of the United States of America to the County at ~~1101 East First Street, Sanford, Florida 32771~~, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) \_\_\_\_\_ ten (10), \_\_\_\_\_ twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to \_\_\_\_\_ ten(10) \_\_\_\_\_ twenty (20) \_\_\_\_\_ thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the security 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 data on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

*Seminole County Homeownership Assistance Program*



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

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

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.

OFFICIAL RECORDS BOOK PAGE 3164 1457 SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_ ten (10) 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 \_\_\_\_\_ TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT.** Mortgagor shall repay the loan amount of \_\_\_\_\_ dollars (\$) 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 in 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 of \_\_\_\_\_, 2005.

\_\_\_\_\_  
 Print Name: MARK WRIGHT

\_\_\_\_\_  
 Print Name: SUSIE SANCHEZ

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

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

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

\_\_\_\_\_  
 Print Name: ETTA MONTAGUE  
 2071 BELSGON AVENUE SANFORD, FLORIDA 32772

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

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 OFFICIAL RECORDS  
 BOOK PAGE  
 SEMINOLE CO. FL

Not Certified Copy

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of OCTOBER, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ETTA MONTAGUE, IDIARZIBO 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 A DRIVER'S LICENSE as identification and who did/did not take an oath.

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

Name: MARK WITCIT

Notary Public

Serial Number CC 43914

Commission Expires: 3/2/99



READ: MY COMMISSION EXPIRES  
March 2, 1999  
CHECK THIS DATE CAREFULLY, OR

*This is not a certified copy*

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BOOK 3184 PAGE 1459  
SEMINOLE CO. FL

KAMPF TITLE & GUARANTY CORP.  
P.O. BOX 1359, 200 W. FIRST STREET  
SANFORD, FLORIDA 32771

*Seminole County Homeownership Assistance Program*



*This is not a certified copy*

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 57, SAN LUISA THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED  
IN PLAT BOOK 47, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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BOOK 3164 PAGE 1460  
SEMINOLE CO. FL

13/2.00

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Etta Montague
Property Address: 803 Valencia Street
Sanford, FL 32772

This Agreement is entered into this 3rd day of October, 1996 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Etta Montague (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 \$ 3,200.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

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

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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

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6 HOUSING AND QUALITY STANDARDS

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

7 OTHER PROGRAM REQUIREMENTS

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

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

8 AFFIRMATIVE MARKETING

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

9 CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2 RECORDS AND REPORTS

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.

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BOOK  
SEMINOLE CO. FL

3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

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

5. OTHER PROVISIONS

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

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

WITNESS:

Mary Veru Mantzaris  
MARY VERU MANTZARIS  
Susan Caswell  
SUSAN CASWELL

WITNESSES

Mark Wright  
MARK WRIGHT  
Susie Smith  
SUSIE SMITH

SEMINOLE COUNTY, FLORIDA

Ron Rabun  
RON H. RABUN, County Manager

Date: 10/17/96

HOMEBUYER

Etta Montague  
ETTA MONTAGUE  
2071 BRISSON AVENUE  
SANFORD, FLORIDA 32772  
Date: 10-3-96

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SEMINOLE CO. FL  
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BOOK PAGE

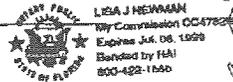
NOTARY AS TO HOMEBUYER(S);  
STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 3 day of October 1996 by Etta Montague, who is personally known to me or who has produced drivers license as identification.

Lea J. Newman  
Print Name Lea J. Newman

Notary Public in and for the County and State Aforementioned.

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



Certified Copy

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 14, 2001, and recorded in Official Records Book 4011, Page 0270, Public Records of Seminole County, Florida, which encumbered the property located at 2400 DeCottes Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6 AND THE NORTH 2/3 OF LOT 7, BLOCK 12, WYNNEWOOD,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4,  
PAGES 92, 93 AND 94 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-524-1200-0060

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of ONE THOUSAND NINE HUNDRED EIGHTY-THREE AND 20/100 DOLLARS (\$1,983.20), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 22, 2005, pursuant to the terms of the Memorandum of Agreement, Seminole County does hereby acknowledge full satisfaction of said Memorandum of Agreement.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Dawn Carl

ORIGINAL CHECK HAS MICR (MAGNETIC) PRINTING IN BARRIES (SUNTRUST BANK) AND/OR MICR (MAGNETIC) PRINTING IN BARRIES (SUNTRUST BANK)

CHELSEA

SUNTRUST

64-79

SunTrust Bank, Central Florida or SunTrust Bank, Northwest Georgia, N.A.

CASSELBERRY BRANCH APPLICATION NO.

TITLE COMPANY

ESCROW ACCOUNT

489 STATE ROAD 436, SUITE 109 CASSELBERRY, FL 32707

DATE 07/22/05 09077047

File: 05-746

\$\*1,983.20

PAY

\*1983\* DOLLARS & 20 Cents

TO THE ORDER OF

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE-SHIP PAYOFF 1101 EAST 1st STREET, SUITE 3301 SANFORD, FL 32771

VOID AFTER 90 DAYS

*[Signature]*

*[Signature]*

TWO SIGNATURES REQUIRED

THE FACE OF CHECK HAS A SECURITY VOID BACKGROUND AND A TRUE WATERMARK ON REVERSE

⑈09077047⑈ ⑆061100790⑆ ⑆215215850924⑈

Payee: SEMINOLE COUNTY COMMUNITY; DEVELOPMENT OFFICE-SHIP P; 1101 EAST 1st STREET, SU; SANFORD, FL  
Check Date: 07/22/05 Amount: \$\*1,983.20 Check No.: 077047 Order Number: 05-746

Hud	Description	Total
505	Payoff of second mortgage loan SEMINOLE COUNTY COMMUNITY DEVELOPEMENT	1,983.20
Property Address: 2400 DECOTTES AVE SANFORD FL 32771		
Seller: DAWN ANN CARL Buyer: MARGARET HOLLENBECK and BRYAN PODASKI		

<b>PARCEL DETAIL</b>		8	11	14	113	112	111	110
DAVID JOHNSON, CFA, ASA		7	12	13				
<b>PROPERTY APPRAISER</b>		E 24TH ST						
SEMINOLE COUNTY FL		6	1	8	1.0	1	6	
1101 E. FIRST ST		7	2.A	7	2.0	2	0	7
SANFORD, FL 32771-1468		8	0	3	12	8	2.0	3
407-665-7508		9	0	4	9	8	4.0	4
	STEVENS AVE	10	0	5	10	8	4.0	5
							14	10

**GENERAL**

Parcel Id: 31-19-31-524-1200-0060      Tax District: S1-SANFORD

Owner: CARL DAWN A      Exemptions: 00-HOMESTEAD

Address: 2400 DECOTTES AVE

City,State,ZipCode: SANFORD FL 32771

Property Address: 2400 DECOTTES AVE SANFORD 32771

Subdivision Name: WYNNEWOOD

Dor: 01-SINGLE FAMILY

**2005 WORKING VALUE SUMMARY**

Value Method: Market

Number of Buildings: 1

Depreciated Bldg Value: \$61,444

Depreciated EXFT Value: \$0

Land Value (Market): \$21,825

Land Value Ag: \$0

Just/Market Value: \$83,269

Assessed Value (SOH): \$51,463

Exempt Value: \$25,000

Taxable Value: \$26,463

Tax Estimator

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	10/1999	03744	0233	\$65,000	Improved
WARRANTY DEED	07/1999	03693	1191	\$42,000	Improved
QUIT CLAIM DEED	01/1995	02873	1452	\$100	Improved
QUIT CLAIM DEED	07/1992	02455	1243	\$16,000	Improved
WARRANTY DEED	06/1990	02200	0660	\$100	Improved
QUIT CLAIM DEED	01/1987	01810	1691	\$100	Improved
WARRANTY DEED	02/1986	01710	0771	\$100	Improved
QUIT CLAIM DEED	05/1982	01398	1203	\$100	Improved
WARRANTY DEED	01/1975	01057	1157	\$13,500	Improved
WARRANTY DEED	01/1973	00991	1242	\$14,000	Improved

Find Comparable Sales within this Subdivision

**2004 VALUE SUMMARY**

Tax Value(without SOH): \$893

2004 Tax Bill Amount: \$512

Save Our Homes (SOH) Savings: \$381

2004 Taxable Value: \$24,964

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	90	135	.000	250.00	\$21,825

**LEGAL DESCRIPTION PLAT**

LEG LOT 6 + N 2/3 OF LOT 7 BLK 12 WYNNEWOOD

PB 4 PG 93

**BUILDING INFORMATION**

Bld Num	Bld Type	Year Bilt	Bit	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1952		3	897	1,632	897	CONC BLOCK	\$61,444	\$92,745
	Appendage / Sqft									
	Appendage / Sqft									
	Appendage / Sqft									
	Appendage / Sqft									
	Appendage / Sqft									

**NOTE:** Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

\*\*\* If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

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

FEB 20 2001

OFFICIAL RECORDS  
BOOK PAGE  
4011 0270  
SEMINOLE CO., FL

MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

YOU ARE NOTIFIED of an agreement between Dawn Ann Carl as OWNER, whose mailing address is 2400 DeCottes Ave, Sanford, Florida 32701, and the SUBRECIPIENT, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 Sand Pond Road, Lake Mary, Florida 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/her primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at 2400 DeCottes Ave, Sanford, Florida 32701, Seminole County, Florida, and is legally described as: Lot 6 and the North 2/3 of Lot 7, Block 12, Wynnewood, according to the plat thereof, recorded in Plat Book 4, Page 92, 93 and 94 of the Public Records of Seminole County, Florida.

WITNESSES

Mamie L Randolph  
SIGNATURE  
Mamie L Randolph  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

OWNER(S)

Dawn Ann Carl  
SIGNATURE  
Dawn Ann Carl  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
654736

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2001, by DAWN ANN CARL and \_\_\_\_\_

\_\_\_\_\_, who are personally known to me or who have produced \_\_\_\_\_ as identification.

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED  
01 FEB 20 AM 8:50

 Marci H Carter  
My Commission CC857032  
Expires July 21, 2003

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

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

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

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

SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM  
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of FEBRUARY, 2001 by and between Dawn Ann Carl, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals On Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, Dawn Ann Carl is the OWNER in fee simple of the following described land, to wit: Lot 6 and the North 2/3 of Lot 7, Block 12, Wynnewood, according to the plat thereof, recorded in Plat Book 4, Page 92, 93 and 94 of the Public Records of Seminole County, Florida.

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

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

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

WHEREAS, OWNER agrees that the COUNTY shall be entitled to recover certain portions of the grant should the OWNER cease to own and occupy the aforementioned property through

transfer of title, sale, lease, or in any other manner dispose of the aforementioned property within a Five (5) year period, as applicable, from the date of this Agreement;

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

**Section 1. General.**

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

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

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

abide by any contract, agreement or understanding between the OWNER or any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

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

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

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

**Section 2. OWNER's Responsibility.**

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of Nine Thousand Nine Hundred Sixteen and no/100 DOLLARS (\$9916.00), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

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

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

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

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

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

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

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

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

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

### **Section 3. SUBGRANTEE's Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

OWNER:

Mamie L Randolph  
Signature  
Mamie L Randolph  
Print Name

Dawn Ann Carl  
Signature  
Dawn Ann Carl

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

\_\_\_\_\_  
Signature

Address: 2400 DeCottes Ave, Sanford, Florida 32701

WITNESSES:

SUBGRANTEE:

Mamie L Randolph  
Signature  
Mamie L Randolph  
Print Name

Marci Carter  
Signature  
MARCI CARTER  
Print Name

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

HB/gn  
7/5/94  
CDBGASUBRECP.AGT  
ERSUBREP.AGT 12-28-94 TMR

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 9, 2002, and recorded in Official Records Book 04282, Page 1870, Public Records of Seminole County, Florida, which encumbered the property located at 42 Stephen Street, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 1, STEPHEN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 43, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-511-0000-0010

(the "Property,") was made by Mary M. Wynn Bush, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWO THOUSAND THIRTY AND 40/100 DOLLARS

(\$2,030.40), the receipt of which is hereby acknowledged, paid to Seminole County on or about April 22, 2005, pursuant to the terms of the Memorandum of Agreement, Seminole County does hereby acknowledge full satisfaction of said Memorandum of Agreement.

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

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

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

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

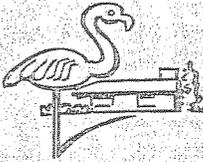
For the use and reliance  
of Seminole County only.  
  
Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Mary Wynn Bush

Buyer/Borrower: HABIB THOMPSON  
Seller: MARY M. WYNN BUSH  
Lender:  
Property: 42 Stephen Street / Oviedo  
Settlement Date: April 22, 2005  
Disbursement Date: April 22, 2005  
Check Amount: \$ 2,030.40 (05332LH.PFD/05332LH/23)  
Pay To: SEMINOLE COUNTY  
For: Payoff First Mortgage  
SHIP PAYOFF

ORIGINAL CHECK HAS MICROPRINTING IN THE SIGNATURE LINES. USE A MAGNIFYING GLASS.



**Smooth Closings, Inc.**  
Escrow Trust  
2755 Border Lake Road  
Apopka, FL 32703  
(407) 215-7580

**WACHOVIA**  
WACHOVIA BANK, NA  
63-751/631

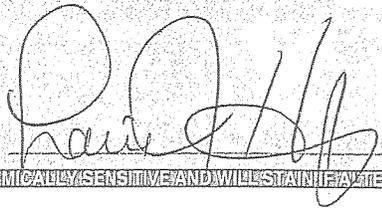
4095  
**004056**

05332LH  
Payoff First Mortgage  
SHIP PAYOFF  
Dollars

--Two Thousand Thirty and 40/100--

	DATE	AMOUNT
	April 22, 2005	\$ *****2,030.40

PAY TO THE ORDER OF SEMINOLE COUNTY  
1101 EAST 1ST STREET #3301  
SANFORD, FL 32771



CHECK BACKER ROUND CONTAINS A VOID PANTOGRAPH WHICH BECOMES VISIBLE IF COPIED. PAPER IS CHEMICALLY SENSITIVE AND WILL STAIN IF ALTERED IN ANY MANNER.

⑈004056⑈ ⑆063107513⑆ 2000021482980⑈

Buyer/Borrower: HABIB THOMPSON  
Seller: MARY M. WYNN BUSH  
Lender:  
Property: 42 Stephen Street / Oviedo  
Settlement Date: April 22, 2005  
Disbursement Date: April 22, 2005  
Check Amount: \$ 2,030.40 (05332LH.PFD/05332LH/23)  
Pay To: SEMINOLE COUNTY  
For: Payoff First Mortgage  
SHIP PAYOFF

<b>PARCEL DETAIL</b> DAVID JOHNSON, CPA, AEA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1455 407-655-7505																																																							
<b>GENERAL</b> Parcel Id: 11-21-31-511-0000-0010      Tax District: V1-OVIEDO Owner: BUSH MARY M      Exemptions: 00-HOMESTEAD Address: PO BOX 620495 City,State,ZipCode: OVIEDO FL 32762 Property Address: 42 STEPHEN ST OVIEDO 32765 Subdivision Name: STEPHEN HEIGHTS Dor: 01-SINGLE FAMILY		<b>2005 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$83,013 Depreciated EXFT Value: \$0 Land Value (Market): \$10,440 Land Value Ag: \$0 Just/Market Value: \$93,453 Assessed Value (SOH): \$49,155 Exempt Value: \$25,500 Taxable Value: \$23,655 Tax Estimator																																																					
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MEMORANDUM OF AGREEMENT

TO WHO IT MAY CONCERN:

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04282 PG 1870

YOU ARE NOTIFIED of an agreement between Mary M Wynn, Bush as OWNER, whose mailing address is, PO Box 620495, 42 Stephen St. Oviedo, Florida 32762, and the SUBJECT, MEALS ON WHEELS, INC., a not-for-profit corporation existing under the laws of the State of Florida, whose mailing address is 1097 Sand Pond Road, Lake Mary, Florida 32746, hereinafter referred to as the "COUNTY". Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY" whose address is 1101 East First Street, Sanford, Florida 32771, shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner cease to occupy as his/her primary residence or dispose of the legally described property within a Five(5) year period, as applicable, from the date of this Agreement, after which time the COUNTY releases any and all interest as identified in the Agreement. The property is located at 42 Stephen Street, Oviedo, Florida 32752  
Seminole County, Florida, and is legally described as: Lot 1 Stephen Heights according to plat thereof as recorded in Plat Book 17 Page 43 Public Records of Seminole County Florida

CLERK'S # 2002003255  
RECORDED BY 110/2002 01:29:34 PM  
RECORDING FEE \$ 7.00  
RECORDED BY W Notary

WITNESSES  
Mamie L. Randolph  
SIGNATURE  
Mamie L. Randolph  
PRINT NAME

OWNER(S)  
Mary M Wynn Bush  
SIGNATURE  
Mary M Wynn Bush  
PRINT NAME

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINT NAME

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9th day of January, 2002, by Mary M Wynn Bush, who are personally known to me or who have produced \_\_\_\_\_ as identification.

 Marci H Carter  
My Commission CC857032  
Expires July 21, 2003

Print Name Marci H Carter  
Notary Public in and for the County and State  
Aforementioned.

My commission expires: 7-21-03

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

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

JAN 10 2002

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

SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM  
GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of January, 2002 by and between Mary M Wynn Bush, hereinafter referred to as the "OWNER" and the SUBGRANTEE, Meals On Wheels, Etc., Inc., existing under the laws of the State of Florida, hereinafter referred to as the "SUBGRANTEE".

WITNESSETH:

THAT WHEREAS, Mary M Wynn Bush is the OWNER in fee simple of the following described land, to wit: Lot 1 Stephen Heights according to plat thereof as recorded in Plat Book 17 Page 43 Public Records of Semnole County Florida,

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

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

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

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

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

**Section 1. General.**

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

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

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

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

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

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

**Section 2. OWNER's Responsibility.**

(a) The OWNER acknowledges receipt from the Subgrantee of the sum of Five Thousand Seventy Six and no/100 DOLLARS (\$ 5076.00), which is the net proceeds of the grant to be disbursed to the contractor for effecting of the refurbishment of said property.

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

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

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

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

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

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

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

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

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

**Section 3. SUBGRANTEE's Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

OWNER:

Mamie L Randolph  
Signature  
Mamie L. Randolph  
Print Name

~~X Mary M Wynn Bush~~  
Signature  
Mary M Wynn Bush

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

\_\_\_\_\_  
Signature

Address: 42 Stephen Street, Oviedo, Florida 32765

WITNESSES:

SUBGRANTEE:

~~X Mamie L Randolph~~  
Signature  
Mamie L Randolph  
Print Name

Marci Carter  
Signature  
Marci Carter  
Print Name

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

HB/gn

7/5/94

CDBG\SUBRECP.AGT

ERSUBREP.AGT 12-28-94 TMR

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 SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT AND MEMORANDUM OF AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement dated April 10, 1997, and recorded in Official Records Book 3238, Pages 0255 through and including 0257, Public Records of Seminole County, Florida, in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Agreement"), and Memorandum of Agreement dated April 10, 1997, and recorded in the Official Records Book 3238, Page 0270, Public Records of Seminole County, Florida, which encumbered the property located at 2450 E. 21<sup>st</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE WEST 43 FEET OF LOT 18 AND THE EAST 27 FEET OF LOT 19  
AND THE WEST 70 FEET OF THE EAST 140.85 FEET OF THE SOUTH 25  
FEET OF LOT 21, BLOCK G, DIXIE TERRACE FIRST ADDITION,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10,  
PAGE 29 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-507-0G00-0180

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 21, 2005, pursuant to the terms of the Agreement and Memorandum of Agreement, Seminole County does hereby acknowledge full satisfaction of said Agreement and Memorandum of Agreement.

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AS/lpk  
8/1/05  
satisfaction-Dorothy Bradley

\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

Buyer/Borrower DOROTHY BRADLEY-HOLMES and EMORY HOLMES JR, husband and wife  
Seller  
Lender: ACCREDITED HOME LENDERS, INC A CALIFORNIA 0504215106  
Property 2450 E 21ST ST / SANFORD  
Settlement July 15, 2005  
Disbursement Date: July 21, 2005  
Check Amount: \$20,000.00 (or05-19313.pfd/OR05-19313/  
Pay To: SEMINOLE COUNTY GOVERNMENT  
For: PAY ON ACCOUNT  
SHIP

FIRST TITLE OF AMERICA INC.  
D/B/A ALL FLORIDA TITLE  
ESCROW ACCOUNT  
1515 INTERNATIONAL PKWY, SUITE 1025  
LAKE MARY, FLORIDA 32746-6204

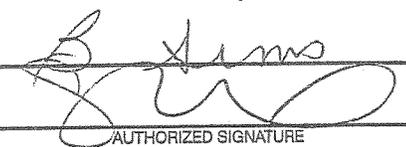
<sup>OR05-19313</sup>  
**AM SOUTH BANK**  
THE RELATIONSHIP PEOPLE  
63-466/631

69574  
NUMBER

PAY: --Twenty Thousand and 00/100 ----- Dollars

DATE	AMOUNT
07/21/05	\$ 20,000.00

TO THE  
ORDER  
OF  
SEMINGOLE COUNTY GOVERNMENT

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

⑈069574⑈ ⑆063104668⑆ 3720413505⑈

<b>PARCEL DETAIL</b> DAVID JOHNSON, CPA, ASA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1488 407-666-7506									
<b>GENERAL</b> Parcel Id: 32-19-31-507-0G00-0180      Tax District: 01-COUNTY-TX DIST 1 Owner: BRADLEY DOROTHY A      Exemptions: 00-HOMESTEAD Address: 2450 E 21ST ST City,State,ZipCode: SANFORD FL 32771 Property Address: 2450 21ST ST E SANFORD 32771 Subdivision Name: DIXIE TERRACE 1ST ADD Dor: 01-SINGLE FAMILY		<b>2005 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$53,815 Depreciated EXFT Value: \$0 Land Value (Market): \$4,557 Land Value Ag: \$0 Just/Market Value: \$58,372 Assessed Value (SOH): \$38,968 Exempt Value: \$25,000 Taxable Value: \$13,968 Tax Estimator							
<b>SALES</b> Deed      Date      Book Page      Amount      Vac/Imp WARRANTY DEED 08/1978 01187 1793 \$14,900 Improved Find Comparable Sales within this Subdivision		<b>2004 VALUE SUMMARY</b> Tax Value(without SOH): \$475 2004 Tax Bill Amount: \$217 Save Our Homes (SOH) Savings: \$258 2004 Taxable Value: \$12,833 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS							
<b>LAND</b> Land Assess Method      Frontage      Depth      Land Units      Unit Price      Land Value FRONT FOOT & DEPTH      70      125      .000      70.00      \$4,557		<b>LEGAL DESCRIPTION PLAT</b> LEG W 43 FT OF LOT 18 + E 27 FT OF LOT 19 + W 70 FT OF E 140.85 FT OF S 25 FT OF LOT 21 BLK G DIXIE TERRACE 1ST ADD PB 10 PG 29							
<b>BUILDING INFORMATION</b>									
Bid Num	Bld Type	Year Bld	Fixtures	Base SF	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1972	5	1,165	1,385	1,165	CONC BLOCK	\$53,815	\$63,126
	Appendage / Sqft		UTILITY FINISHED / 30						
	Appendage / Sqft		OPEN PORCH FINISHED / 20						
	Appendage / Sqft		CARPOR FINISHED / 170						
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.									

51

MEMORANDUM OF AGREEMENT

TO WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of an Agreement between Dorothy Bradley as OWNER, whose mailing address is 2450 E 21st Street Sanford Florida 32771 and the SUBGRANTEE, a not-for-profit corporation or a for-profit corporation existing under the laws of the State of Florida, whose mailing address is Lakeland, Florida 33803, hereinafter referred to as the "SUBGRANTEE." Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY," whose mailing address is 1101 East First Street Sanford, Florida 32771, and/or SUBGRANTEE shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner dispose of the legally described property within five(5), ten(10), fifteen(15) or twenty(20) year period as applicable, from the date of this Agreement, after which time the COUNTY and/or the SUBGRANTEE releases any and all interest as identified in the Agreement. The property is located at Sanford, Seminole County, Florida, and is legally described as: Lot 43' of Lot 18; E 27' of Lot 19; W 70' of E 140' of S 2'

OFFICIAL RECORDS BOOK 3238 0270

WITNESSES: SIGNATURE Print Name SIGNATURE Print Name

OWNER(S) Dorothy Bradley SIGNATURE Dorothy Bradley Print Name SIGNATURE Print Name

STATE OF Florida ) COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 10th day of April, 1997, by Dorothy Bradley and [Signature] who are personally known to me or who have produced identification.

[Signature] Public in and for the County and State of Seminole My commission expires [Signature]

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL 050042

OFFICIAL SEAL RECEIVED & VERIFIED APR 14 1997 11 49 AM '97

This instrument was prepared by: Lavonia Wynn 3260 N Wynn 17-92 Suite 112 Longwood, Florida 32750

Return to: (Subrecipient Name and Address) WIN Consultants, Inc. 3260 N Wynn 17-92, Suite 112 Longwood, Florida 32750

13/2000

SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Dorothy Bradley

Property Address: 2450 East 21st Street Sanford, Florida 32771

SEMINOLE COUNTY FL OFFICIAL RECORDS BOOK 3238 CASE 0255

This Agreement is entered into this 10th day of April, 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 Dorothy Bradley (hereinafter "OWNER").

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 homeowners with rehabilitation assistance through its subrecipient organization hereby known as WIN Consultants, Inc. and hereinafter referred to as "SUBRECIPIENT" 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 an agreement between the OWNER and the previously identified SUBRECIPIENT 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 or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide through the SUBRECIPIENT a Deferred Payment Loan in an amount up to \$20,000 at 0% until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The OWNER acknowledges through the execution of signature(s) below that the SUBRECIPIENT aforementioned must comply with applicable uniform administrative requirements as described in 92 CFR Part 505 and as further described in a separate agreement between the COUNTY and SUBRECIPIENT who in turn may be required to pass certain of these requirements on to the OWNER by separate agreement between the OWNER and the SUBRECIPIENT.

5. PROJECT REQUIREMENT

The COUNTY through the SUBRECIPIENT and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEOWNER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed fifty percent (50%) or eighty percent (80%) as applicable of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median purchase price of the area. The COUNTY through its SUBRECIPIENT has

WIN Consultants, Inc. 3260 N. Hwy 17-92 Suite 112 Sanford, Florida 32750

050835

MARYANNE MORSE CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL

1997 MAY 14 AM 9:51

RECORDED & VERIFIED

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

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

6. HOUSING AND QUALITY STANDARDS

The property after assistance shall meet Section 8 Housing Quality Standards (HQS), the local building Codes of the jurisdiction having authority and minimum rehabilitation specifications as defined in the COUNTY's Rehabilitation Manual. The COUNTY shall through the SUBRECIPIENT inspect the property to ensure minimum rehabilitation compliance.

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 except that the COUNTY shall assume responsibility for the environmental review in 92.352 and the intergovernmental review process in 92.359. Applicable regulations are noted below.

- a) Equal opportunity and fair housing  Applicable  Not Applicable (one unit)
- b) Displacement, relocation and acquisition  Not Applicable (activity funded is owner-occupied rehabilitation; therefore no displacement relocation and acquisition occurred pursuant to Federal rules).
- c) 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.)
- d) Conflict of Interest - no conflict found
- e) Disbarment and suspension -  Applicable - All contracts and lower tier contracts shall include the certification in Appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction in any proposal submitted.
- f) Flood Insurance
- g) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that the funds shall only be used as needed for payment of eligible costs and the amount of each request will be limited to the amount needed at time of request. The HOME funds shall be disbursed by the COUNTY through the SUBRECIPIENT upon receipt of property executed documentation by OWNER and SUBRECIPIENT.

The HOMEOWNER 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 in conjunction with SUBRECIPIENT.

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS  
BOOK 3238 PAGE 0256  
SEMINOLE CO. FL

2. RECORDS AND REPORTS

The COUNTY through the SUBRECIPIENT and the HOMEOWNER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 62 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 Memorandum of Agreement and secured by an Agreement between the OWNER and SUBRECIPIENT for the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action shall be taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies, or for a period of  five (5),  ten (10),  fifteen (15),  twenty (20) or  thirty (30) years, as applicable, depending on the amount of assistance provided.

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 HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mantzaris  
MAY MANTZARIS

WITNESSES:

SEMINOLE COUNTY, FLORIDA

Gary E. Kaiser  
GARY E KAISER, COUNTY MANAGER

Date: 4/16/97

HOMEOWNER:

Dorothy A. Bradley  
Date: 4-10-97

STATE OF Florida )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1997, by Dorothy A. Bradley who is personally known to me or who has produced \_\_\_\_\_ as identification.

Glenn Fisher

Print Name GLENN FISHER  
Notary Public in and for the County of \_\_\_\_\_ State of AL

My commission expires \_\_\_\_\_ My Commission # 00440205

OFFICIAL RECORDS  
BOOK  
3238 0257  
SEMINOLE CO. FLA.

Certified