

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction and Reassignment of Mortgages for Geraldine Burke

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

AUTHORIZED BY: Dan Matthys **CONTACT:** Buddy Balagia **EXT.** 7379

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

Approve and authorize Chairman to execute the attached Satisfaction of HUD HOME Program Homeowner/Rehabilitation Assistance Agreement and Supplemental Memorandums of Agreement ("Satisfaction") for properties owned by Geraldine Burke.

District 5 – Commissioner Carey

BACKGROUND:

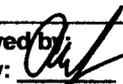
The City of Sanford has received CDBG funding to complete drainage improvements to the Cloud Branch drainage system within Goldsboro. As part of acquiring several lots necessary to complete the drainage improvements, the City has identified property which has a lien in favor of Seminole County. This lien was placed on the property as part of a prior affordable housing reconstruction project administered by the City of Sanford. In order to close and provide clear title, the City has requested the County satisfy the lien.

As part of County staffs review, it was determined that liens, intended to satisfy HOME program requirements, were placed by the City inaccurately and inappropriately on two properties owned by Geraldine Burke. In order to protect the County's interests, staff has worked with the City of Sanford and property owner and recommends placing a Corrective Mortgage Deed and Promissory Note which satisfies Home regulatory requirements on Ms. Burke's improved property. In exchange, the County will release and satisfy the lien on the property to be acquired for the drainage improvements.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Satisfaction and record the documents upon execution.

- Attachments:
1. Corrective Mortgage Deed
 2. Deferred Payment Promissory Note
 3. Satisfaction of Agreement and Memorandums of Agreement

Reviewed by:  Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: _____ File No. <u>cpdc03</u>
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This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

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

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

**SEMINOLE COUNTY HOME PROGRAM
HOME OWNERSHIP ASSISTANCE
CORRECTIVE MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this 17 day of August, 2005, by Geraldine Burke, a single person, (the "MORTGAGOR") whose current address is 1301 West 11th Street, Sanford, Florida 32771, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, MORTGAGOR and MORTGAGEE heretofore entered into that certain Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement dated June 20, 1997 and recorded in Official Records Book 3298, Pages 001, 002 and 003, inclusive, Public Records of Seminole County, Florida (the "HOME Agreement") which contains multiple substantive and scrivener errors including: identification of Ms. Sharon Burke, an adult relative of BORROWER as the homeowner/borrower and who signed the document in error; identification of the wrong parcel of real property located at 1310 Lake Avenue, Sanford, FL 32771 to be encumbered by the financing; incorrectly stating the applicable affordability period as being ten (10) years instead of the twenty (20) years required under Federal regulations for which MORTGAGOR is required to maintain ownership and residency of the affected real property; and

WHEREAS, the HOME Agreement provided to BORROWER the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) in HUD HOME Program funds for construction of a single family home to be occupied by her for the duration of the affordability period; and

WHEREAS, BORROWER also executed that certain Memorandum of Agreement dated June 20, 1997, recorded in Official Records Book 3265, Page 0017, Public Records of Seminole County, Florida (the "Memorandum of Agreement") which contained the street address and legal description for the incorrect parcel located at 1316 Lake Avenue, Sanford, FL 32771 and which further authorized the City of Sanford, as well as Seminole County, to recover the deferred payment loan proceeds in the event of breach of the affordability period, which was again misstated as ten (10) years instead of the twenty (20) years required by 24 CFR 92.252; and

WHEREAS, BORROWER also executed that certain supplemental Memorandum of Agreement dated April 27, 1999, recorded in Official Records Book 3639, Page 0440, Public Records of Seminole County, Florida (the "Supplemental Memorandum of Agreement") which correctly identified MORTGAGOR's homestead parcel but again made a scrivener's error in the legal description and failed to correctly state the affordability period applicable to the affected parcel; and

WHEREAS, it is essential to correct the above described discrepancies and errors and clouds on title by virtue of the erroneous legal descriptions by the issuance of this all new, corrective Mortgage Deed and Deferred Payment Promissory Note; and

WHEREAS, MORTGAGOR has not transferred, assigned, pledged, or otherwise encumbered any interest it obtained pursuant to the HOME Agreement, the Memorandum of Agreement and the Supplemental Memorandum of Agreement,

NOW, THEREFORE:

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) through the issuance of that certain HOME Program Deferred Payment Promissory Note in that amount and of even date herewith, a copy of which is attached hereto as Exhibit "A" (the "Note") the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGOR's interests in that certain parcel of real property located at 1301 W. 11th Street, Sanford, Florida 32771, the legal description and parcel identification number for which are as follows:

THE EAST 50 FEET OF THE NORTH 1/2 OF LOT 34, MAP OF ROBINSON'S SURVEY OF AN ADDITION TO SANFORD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 92 AND 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as follows:

THE EAST 50 FEET OF THE NORTH 117 FEET OF LOT 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 25-19-30-5AH-0000-034A

(the "Property").

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the MORTGAGEE in fee simple.

3. MORTGAGOR covenants with the MORTGAGEE that she is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Seminole County as of the date hereof.

4. MORTGAGOR further covenants to use the improved Property as her occupied residence, and that the Property shall not be sold, leased, conveyed, transferred or refinanced before June 20, 2017, said period representing the balance of time for which the Property must remain as affordable housing and the MORTGAGOR's principal place of residence under the United States Department of Housing and Urban Development ("HUD") HOME Program regulations, including particularly 24 CFR §92.252(e).

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under this Mortgage and the Note; provided, however, no payments shall be due so long as the Property remains occupied by MORTGAGOR as her personal residence and the Property is not abandoned, leased, subleased, rented, transferred or conveyed to any other persons during the affordability period.

6. If MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on June 20, 2017, the twentieth anniversary of the date of origination of the HOME financing under the HOME Agreement, the Memorandum of Agreement and the Supplemental Memorandum of Agreement.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay

when due any tax, assessment, insurance premium, or other sum of money payable by virtue of any other legal encumbrances or this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse 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 this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGEE to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

12. Subject to paragraphs 6 and 15 hereof, if any sum or money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the entire principal amount thereof or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not

constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGOR shall not execute an assumption, or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is abandoned, sold, leased, rented, otherwise conveyed, transferred or ceases being the principal residence of MORTGAGOR during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage and the Note, the MORTGAGEE may require immediate payment in full of all sums due under said instruments and the MORTGAGOR shall be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures to include obtaining a deficiency judgment.

15. If the Property remains owner occupied and is not rented, leased, subleased, refinanced, conveyed, sold or otherwise transferred prior to June 20, 2017, then this Mortgage and the Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida.

16. In the event a mortgagee of higher priority, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.

17. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all Notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, the MORTGAGOR has executed her hand and seal on the day and year first above written.

Tracy L. Holman
Witness Tracy L. Holman

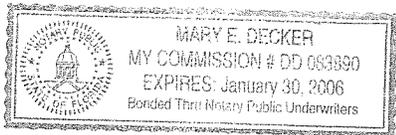
By: Geraldine Burke
GERALDINE BURKE

Mary E. Decker
Witness MARY E. DECKER

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 17 day of August, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GERALDINE BURKE who is personally known to me or who has produced _____, as identification.

[NOTARY SEAL]



Mary E. Decker
Notary Public signature

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

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

**This instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

EXHIBIT "A"

SEMINOLE COUNTY HOME PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE

PRINCIPAL AMOUNT: THIRTY-TWO THOUSAND AND NO/100 DOLLARS
(\$32,000.00)

DATED DATE: 17 August, 2005

MATURITY DATE: June 20, 2017

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

MAKER: Geraldine Burke
1301 W. 11th Street
Sanford, FL 32771

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) on June 20, 2017, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith and attached hereto, given by MAKER on certain real property, the mailing address of which is 1301 W. 11th Street, Sanford, Florida 32771, and legally described as follows:

THE EAST 50 FEET OF THE NORTH 1/2 OF LOT 34, MAP OF ROBINSON'S SURVEY OF AN ADDITION TO SANFORD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 92 AND 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as follows:

THE EAST 50 FEET OF THE NORTH 117 FEET OF LOT 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 25-19-30-5AH-0000-034A

(the "Property").

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, pursuant to the recapture and affordability period provisions of HOME regulations, including particularly 24 CRF §92.252.

4. MAKER covenants that she has used the proceeds represented by this Note only for the purposes of construction of a new single family residence on the Property in the manner as represented to the Mortgagee. Failure of MAKER to use or have used the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall include the following:

(a) Failure to use the HOME financing proceeds in accordance with paragraph 4, above.

(b) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is abandoned, refinanced, rented, leased, subleased, sold, transferred, or conveyed, or MAKER otherwise ceases to occupy the Property as her residence prior to the maturity date, or the expiration of the twenty (20) year Affordability Period on June 20, 2017, as defined in HOLDER'S Local Housing Assistance Plan ("LHAP"), the HOME regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.

(c) The destruction or abandonment of the improvements on the subject Property by MAKER or her successors.

(d) Failure to pay applicable property taxes on the Property and improvements.

(e) Failure to maintain adequate hazard insurance on the Property and improvements.

(f) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying HOME Program Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(g) Failure to comply with the terms of any other mortgage on the Property.

6. The unpaid principal amount of this Note shall be reduced to zero (0) on June 20, 2017, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a MAKER and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

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 HUD HOME PROGRAM
HOMEOWNER/REHABILITATION ASSISTANCE AGREEMENT
AND SUPPLEMENTAL MEMORANDUMS OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, Geraldine Burke, a single woman, whose address is 1301 W. 11th Street, Sanford, FL 32771, (the "BORROWER") and Seminole County Government, 1101 E. First Street, Sanford, FL 32771 (the "LENDER") heretofore entered into that certain Seminole County HOME Program Homeowner/Rehabilitation Program Assistance Agreement dated June 20, 1997 and recorded in Official Records Book 3298, Pages 001, 002 and 003, inclusive, Public Records of Seminole County, Florida (the "HOME Agreement") which contains multiple substantive and scrivener errors including: identification of Ms. Sharon Burke, an adult relative of BORROWER as the homeowner/borrower and who signed the document in error; identification of the wrong parcel of real property at 1310 Lake Avenue, Sanford, FL 32771 to be encumbered by the financing; incorrectly stating the applicable affordability period as being ten (10) years instead of the twenty (20) years required under Federal regulations for which the intended BORROWER is required to maintain ownership and residency of the affected real property; and

WHEREAS, the HOME Agreement provided to BORROWER the sum of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) in HUD HOME Program funds for construction of a single family home to be occupied by her for the duration of the affordability period; and

WHEREAS, BORROWER also executed that certain Memorandum of Agreement dated June 20, 1997, recorded in Official Records Book 3265, Page 0017, Public Records of Seminole County, Florida (the "Memorandum of Agreement") which contained the street address and legal description for the incorrect parcel located at 1316 Lake Avenue, Sanford, FL 32771 and which further authorized the City of Sanford, as well as Seminole County, to recover the deferred payment loan proceeds in the event of breach of the affordability period, which was again misstated as ten (10) years instead of the twenty (20) years required by 24 CFR 92.252; and

WHEREAS, BORROWER also executed that certain supplemental Memorandum of Agreement dated April 27, 1999, recorded in Official Records Book 3639, Page 0440, Public Records of Seminole County, Florida (the "Supplemental Memorandum of Agreement") which correctly identified BORROWER's homestead parcel but again contained a scrivener's error in the legal description and failed to correctly state the affordability period applicable to the affected parcel; and

WHEREAS, it is essential to correct the above described discrepancies and errors and clouds on title by virtue of the erroneous legal descriptions by the issuance of this Satisfaction and by execution of an all new, corrective Mortgage Deed and Promissory Note by and between BORROWER and LENDER contemporaneously with this instrument; and

WHEREAS, LENDER did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the HOME Agreement, the Memorandum of Agreement and the Supplemental Memorandum of Agreement; and

WHEREAS, BORROWER has, contemporaneously with the execution and delivery of this instrument, executed and delivered to LENDER a new, corrective Seminole County HOME Program Mortgage Deed and Deferred Payment Promissory Note which correctly restates and restructures the subject HOME financing along with the required restrictive use covenants associated therewith,

NOW, THEREFORE:

1. The HOME Agreement purported to encumber the parcel located at 1310 Lake Avenue, Sanford, FL 32771, the legal description and parcel identification number for which are as follows:

BEGINNING 50 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 14, BLOCK G, OF A.D. CHAPPELL'S SUBDIVISION, RUN WEST 100 FEET, SOUTH 50 FEET, EAST 100 FEET, NORTH 50 FEET TO BEGINNING. BEING PART OF THE UNPLATTED PART OF BLOCK G, A.D. CHAPPELL'S SUBDIVISION

and also sometimes described as:

THE NORTH 50 FEET OF THE SOUTH 150 FEET OF THE EAST 100 FEET OF THE UNPLATTED PART OF BLOCK G, A.D. CHAPPELL'S SUBDIVISION, PLAT BOOK 1, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-515-0G00-00F0

2. The Memorandum of Agreement purported to encumber the property located at 1316 Lake Avenue, Sanford, FL 32771, the legal description and parcel identification number for which are as follows:

THE NORTH 40 FEET OF THE SOUTH 100 FEET OF THE EAST 100 FEET OF THE UNPLATTED PART OF BLOCK G, A. D. CHAPPELL'S SUBDIVISION, PLAT BOOK 1, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

THE NORTH 40 FEET OF THE SOUTH 100 FEET OF THE UNPLATTED PART OF BLOCK "G" OF MAP OF SUBDIVISION OF BLOCKS G, K AND J TOWN OF GOLDSBORO ORANGE COUNTY FLORIDA OWNED BY A. D. CHAPPELL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-515-0G00-00G0

3. The Supplemental Memorandum of Agreement purported to encumber the correct parcel located at 1301 W. 11th Street, Sanford, FL 32771 the correct legal description and parcel identification for which are as follows:

THE EAST 50 FEET OF THE NORTH 1/2 OF LOT 34, MAP OF ROBINSON'S SURVEY OF AN ADDITION TO SANFORD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 92 AND 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as follows:

THE EAST 50 FEET OF THE NORTH 117 FEET OF LOT 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and mistakenly described in the Supplemental Memorandum of Agreement as follows:

THE EAST 50 FEET OF THE NORTH 117 FEET OF BLOCK 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 92 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 25-19-30-5AH-0000-034A

4. In view of all the foregoing recitals and facts, all of the properties described in paragraphs 1, 2, and 3, above, the past and present owners thereof, their heirs, successors and assigns are forever freed, exonerated, discharged, and released of and from the liens and restrictions of the HOME Agreement, the Memorandum of Agreement and the Supplemental 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 _____, 20__.

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