

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Agreement for Assumption of Mortgage Agreement from The Center for Affordable Housing, Inc. to Lisa Merlin House, Inc

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance

**AUTHORIZED BY:** David Medley, PhD. **CONTACT:** Robert F. Heenan **EXT.** 7380  
Director Program Manager I

<b>Agenda Date:</b> <u>11/07/2006</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"/>
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**MOTION/RECOMMENDATION:**

Approve and Authorize the Chairman to execute the Agreement for Assumption of Mortgage from The Center for Affordable Housing, Inc., to Lisa Merlin House, Inc.

**(District 4- Carlton D. Henley)**

**BACKGROUND:**

On May 12, 2005, the Board of County Commissioners (Board) entered into an Agreement among the Center for Affordable Housing, Inc. (Center) and Lisa Merlin House, Inc. (Merlin), to construct a new facility group home containing a minimum of six (6) residential housing units to be occupied by very low income women (and their legally dependent children) who are recovering from alcohol abuse, substance abuse, emotional, physical, or sexual abuse. The Center owns the property and is acting as developer of the project as a Community Housing Development Organization (CHDO) under the HOME Program. The Agreement requires the Center to transfer title to the property to Merlin upon completion of project construction (issuance of a Certificate of Completion by the City of Casselberry), and further assign its responsibilities under the Agreement, and that Merlin shall also assume the Mortgage heretofore given by the Center to the County.

The Certificate of Occupancy has been issued, and the Warranty Deed to transfer the property to Merlin has been executed by the Center and Merlin. The last process in transfer of property requires execution of the attached Agreement for Assumption of Mortgage by the Center, Merlin, and the County.

Reviewed by: _____ Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: _____  File No. <u>ccscacd03</u>
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**Staff Recommendation:**

Staff recommends the Board Approve and Authorize the Chairman to execute the Agreement for Assumption of Mortgage from The Center for Affordable Housing, Inc., to Lisa Merlin House, Inc.

Attachment:            Agreement for Assumption of Mortgage

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

Please return it to:  
Seminole County Community Assistance Division  
1101 E. First Street  
Sanford, FL 32771

**AGREEMENT FOR ASSUMPTION OF MORTGAGE**

THIS AGREEMENT, entered into this 6<sup>TH</sup> day of OCTOBER, 2006, by and among **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "CREDITOR", **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "DEBTOR" and **LISA MERLIN HOUSE, INC.**, a Florida non-profit corporation, whose address is 3101 North Pine Hills Road, Orlando, Florida 32808, hereinafter called "ASSUMPTION DEBTOR".

**WITNESSETH:**

**WHEREAS**, DEBTOR executed and delivered to CREDITOR that certain Seminole County SHIP/HOME Program Mortgage Deed and Seminole County Affordable Housing Program Deferred Payment Promissory Note in the amount of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) which instruments are recorded together in Official Records Book 5356, Pages 0403 through and including 0409 of the Public Records of Seminole County Florida (the "Previous Mortgage"); and

**WHEREAS**, DEBTOR subsequently executed and delivered to CREDITOR that certain Seminole County SHIP/HOME Program Amended Mortgage Deed and Seminole County Affordable Housing Program Amended Deferred Payment Promissory Note in the amount of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) amending and correcting the Previous Mortgage and which are recorded together in Official Records Book 6402, Pages 338 through and including 350 of the Public Records of Seminole County Florida (the "Mortgage and Note"); and

**WHEREAS**, the Mortgage and Note encumbered that certain parcel of real property located at 96 Plumosa Avenue, Casselberry, Florida, the legal description and parcel identification number for which are as follows:

LOT 1, PLAT OF LISA MERLIN HOUSE, INC., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification NO. 08-21-30-535-0000-0010

(the "Property"); and

**WHEREAS**, the DEBTOR, CREDITOR and ASSUMPTION DEBTOR heretofore entered into that certain SHIP/HOME Program Community Housing Development Organization Subrecipient Agreement Among Seminole County, The Center For Affordable Housing, Inc. and Lisa Merlin House, Inc. for Program Years 2001-2002, 2003-2004 and 2004-2005, recorded in Official Records Book 5734, Pages 1442-1488, both inclusive of the Public Records of Seminole County, Florida, as amended by that certain First Amendment to said Agreement, dated June 28, 2006 and recorded in Official Records Book 336, Pages 1329 through 1342, inclusive of the Public Records of Seminole County, Florida, (collectively, the "Agreement") wherein the

parties agreed upon the eventual conveyance of title to the Property and assumption of the Mortgage and Note by the ASSUMPTION DEBTOR,

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

**Section 1. Recitals.** The above recitals are true and form a material part of the agreement upon which the parties have relied.

**Section 2. Agreement to Assume Mortgage and Note by ASSUMPTION DEBTOR.** ASSUMPTION DEBTOR hereby assumes all rights, duties and obligations and responsibilities for performance of the Mortgage and Note commencing upon the date of execution of this Assumption Agreement, including the following:

(a) Timely making all payments of principal and interest when due as well as penalties, if any.

(b) Make all payments when due for insurance, taxes and any other payments required by the Mortgage and Note.

(c) Faithful performance of all other covenants, terms and conditions of the Mortgage and Note as though the ASSUMPTION DEBTOR were the original Mortgagor and Maker of said instruments.

(d) Consideration for the assumption of the Mortgage and Note shall be the DEBTOR's conveyance of fee simple interest in the Property to ASSUMPTION DEBTOR contemporaneously with the execution of this Assumption Agreement.

(e) ASSUMPTION DEBTOR shall indemnify and hold DEBTOR harmless from any and all loss or damage under the Mortgage and Note caused by

ASSUMPTION DEBTOR's default under said instruments or the Agreement.

**Section 3. Warranties and Representations of DEBTOR.**

(a) The principal amount due under the Mortgage and Note was at the time of origination and does now remain at FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00).

(b) DEBTOR has not heretofore transferred, assigned or otherwise conveyed its interests under the Mortgage and Note and has done all things necessary as conditions precedent to the assignment of said instruments.

(c) There is not now any default under the Mortgage and Note. To the best of DEBTOR's knowledge, there is not now threatened or pending any action or litigation affecting the legality or enforceability of the Mortgage and Note or any part thereof, alleging any event of default on the part of DEBTOR or seeking to accelerate or demand payment under said instruments.

**Section 4. Warranties and Representations of CREDITOR.**

(a) CREDITOR hereby agrees and consents to the assignment of the Mortgage and Note by DEBTOR to ASSUMPTION DEBTOR and the latter's assumption thereof.

(b) CREDITOR shall henceforth look solely to ASSUMPTION DEBTOR for performance and required payments under the Mortgage and Note.

(c) CREDITOR hereby reaffirms that the covenants relative to deferred payment and forgiveness of the amounts due under the Mortgage and Note and adherence to the Affordability Period requirements provided for therein shall continue in full force and effect with respect to ASSUMPTION DEBTOR.

Section 5. Other General Covenants.

(a) ASSUMPTION DEBTOR shall have no right to assign the Mortgage and Note to any other party in the absence of the express, written consent of CREDITOR, anything else in said instruments or in the Agreement to the contrary notwithstanding.

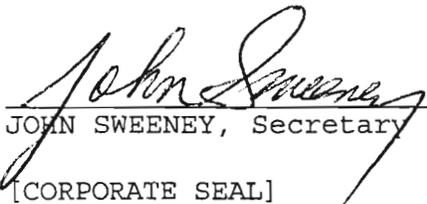
(b) This agreement shall only be amended by a written instrument among the parties hereto and executed with the same formalities as this instrument and recorded in the public records of Seminole County, Florida.

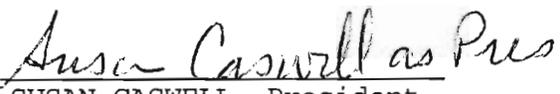
(c) This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between or among the parties relating to the subject matter of this Assumption Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE  
HOUSING, INC.

  
JOHN SWEENEY, Secretary

By:   
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: 10/6/06

[ATTESTATION CONTINUED ON NEXT PAGE]





BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.  
For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

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

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