

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Dan T. Matthys *DM* CONTACT: Carla Gayheart *CG* EXT. 7247

Agenda Date 11/15/2005 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

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.

County-Wide

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 \$28,614.20 have been made to the Housing Trust Fund.

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>
Jose & Isabel Charon	23-21-30-518-0000-2140
Rita Goldberg	28-21-30-510-0J00-0010
Georgia and Richard Jones	31-19-31-505-0000-0650
Kenneth Zeak and Jennifer S. Zeak	32-20-30-502-0000-1570

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfaction of Second Mortgage.

Attachments: Satisfactions of Second Mortgage

Reviewed by:	<i>[Signature]</i>
Co Atty:	
DFS:	
Other:	<i>[Signature]</i>
DCM:	
CM:	<i>[Signature]</i>
File No. – cpdc05	

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 6, 2005, and recorded in Official Records Book 5589, Pages 413 through and including 417, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHTEEN THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$18,370.00) (the "Note"), dated January 6, 2005, and recorded in the Official Records Book 5589, Pages 418 through and including 421, Public Records of Seminole County, Florida, which encumbered the property located at 3343 Buffam Place, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 214, HOLLOWBROOK WEST, PHASE 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 77-79 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 23-21-30-518-0000-2140

(the "Property,") were made by Jose Charon and Isabel Charon, 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 have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have 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 EIGHTEEN THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$18,370.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 19, 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 Owners, their 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
9/26/05
satisfaction-Charon

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated March 29, 2004, and recorded in Official Records Book 5500, Pages 1305 through and including 1309, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (the "Note"), dated March 29, 2004, and recorded in the Official Records Book 5500, Pages 1310 through and including 1313, Public Records of Seminole County, Florida, which encumbered the property located at 1178 Paseo Del Mar, Apt. A, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

UNIT 1, BUILDING J, MARBEYA CLUB CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF MARBEYA CLUB CONDOMINIUM, AND EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 1297, PAGE 1076 AND RE-RECORDED SEPTEMBER 30, 1980 IN OFFICIAL RECORDS BOOK 1298, PAGE 1463, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS DECLARED IN SAID DECLARATION OF CONDOMINIUM TO BE AN APPURTENANCE TO THE ABOVE CONDOMINIUM UNIT.

And also sometimes described as:

UNIT 1, BUILDING J, MARBEYA CLUB CONDOMINIUM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 56 THROUGH 59, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 28-21-30-510-0J00-0010

(the "Property,") were made by Rita Goldberg, 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, Seminole County only advanced the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for the rehabilitation assistance by the time of Owner's death; and

WHEREAS, Owner's personal representative has sold the subject property and now wishes to satisfy the outstanding balance of the Mortgage and Note and pay to Seminole County amounts due and owing under those instruments,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 2, 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 _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

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 MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 1, 2001, in the amount of SIX THOUSAND NINE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$6,971.00) and a Memorandum of Agreement ("Memorandum"), dated May 1, 2001, and recorded in the Official Records Book 4065, Page 1027, Public Records of Seminole County, Florida, which encumbered the property located at 1409 S. Locust Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 65, 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 Number: 31-19-31-505-0000-0650

(the "Property,") were made by **Georgia Jones and Richard Jones**, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Memorandum 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 five (5) years from the date of the Mortgage and the Memorandum; and

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

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Memorandum; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Memorandum as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of ONE THOUSAND TWO HUNDRED FORTY-FOUR AND 20/100 DOLLARS (\$1,244.20), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 24, 2005, pursuant to the terms of the Mortgage and Memorandum, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Memorandum.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Memorandum, 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
9/9/05
satisfaction-Georgia and Richard Jones

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 5, 1996, and recorded in Official Records Book 3174, Pages 1229 through and including 1233, 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 5, 1996, and recorded in the Official Records Book 3174, Pages 1234 through and including 1236, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 12, 1996, recorded in Official Records Book 3174, Pages 1237 through and including 1240, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1221 Logan Drive, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 157, LONGDALE FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 94 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 32-20-30-502-0000-1570

(the "Property,") were made by Kenneth Zeak and Jennifer S. Zeak, 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 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.

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
9/26/05
satisfaction-Zeak