

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfactions Of Second Mortgage (3)

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

AUTHORIZED BY: Donald Fisher **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date <u>11/18/2003</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"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute three Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On November 30, 2001 Seminole County assisted Theresa Ann Hernandez with down payment assistance in the amount of \$5,000.00 to purchase a home in Seminole County. The unit was recently refinanced.

On November 30, 1995 Seminole County assisted John S. Matteson and Tammy T. Matteson with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The unit was recently refinanced.

On April 16, 1998 Seminole County assisted Paul & Kim L. Trepte with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced.

At the closing, checks were issued to the County to satisfy the County's mortgage on the units (see attached). Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the units to remove the now-satisfied lien.

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

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 Second Mortgage (the "Mortgage") dated November 30, 2001, and recorded in Official Records Book 04294, Pages 0932 through and including 0935, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated November 30, 2001, and recorded in the Official Records Book 04294, Pages 0936 through and including 0939, Public Records of Seminole County, Florida, which encumbered the property located at 100 Pinesong Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Lot 8, Cluster B, STERLING PARK UNIT 24, according to the Plat recorded in Plat Book 20, Pages 82 through 84 as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in SEMINOLE County, Florida

Parcel Identification: 22-21-30-502-0B00-0080

(the "Property,") were made by Theresa Ann Hernandez, a single person, the owner ("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 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 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 of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00); 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on September 30, 2003 pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge 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 _____, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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 Commis-
sioners at their regular
Meeting of _____, 2003.

County Attorney

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

"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.



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.


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 Five Thousand Dollars and 00/100(\$5,000.00) 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.


Print Name: Theresia Ann Hernandez

Print Name: [unclear]


Print Name: Theresia Ann Hernandez
1877 W. ...
Print Name:

Print Name:

Print Name:


Print Name:

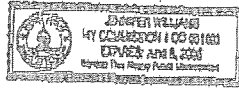
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30 day of Nov 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared THE BROTHER A. HERMANSON and DAVID 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 DAVID as identification and who did/ did not take an oath.

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


Name:
Notary Public
Serial Number
Commission Expires:



Seminole County Homeownership Assistance
Program
EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: 50,000.00

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 Five Thousand Dollars & 00/100 (\$5,000.00). 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:

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 420.515(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM
ATTN: SHERI WIGHT
250 N. WERTMONTA DR., STE 1074
ALTAMONTE SPRS, 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, 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 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.


Print Name: JENNIFER WILLIAMS
Print Name: JENNIFER WILLIAMS


Print Name: Theresa Ann Hernandez

Print Name: _____

Print Name: _____

Print Name: _____

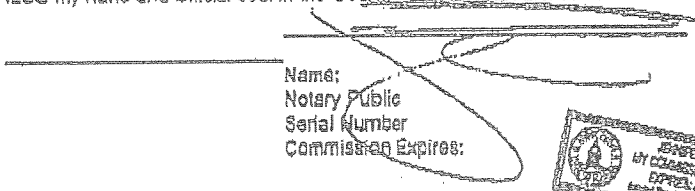
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30 day of November, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Theresa Ann Hernandez 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 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:
Notary Public
Serial Number
Commission Expires:



EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 8, Cluster B, STERLING PARK UNIT 24, according to the Plat recorded in Plat Book 20, page 82, as recorded in the Public Records of SEMINOLE County, Florida; said land situate, lying and being in SEMINOLE County, Florida.

* TRACT 84

8 of 8

HORIZON ESCROW & TITLE COMPANY
OF SOUTH FLORIDA, INC.
2499 GLADES ROAD STE. 107
BOCA RATON, FL 33431

Bank of America
ACH R/T 063100277

09360

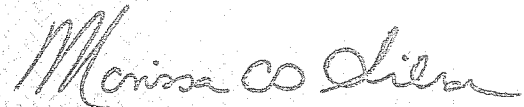
63-4/630 FL
573

9/30/2003

PAY TO THE ORDER OF Seminole County Community Development

\$ **5,000.00

Five Thousand and 00/100***** DOLLARS



MEMO 03-NR-256

⑈009360⑈ ⑆063000047⑆ 003449265568⑈

HORIZON ESCROW & TITLE COMPANY

ESCROW ACCOUNT

Seminole County Community Development
03-NR-256

1304. Payoff to: Seminol

9/30/2003

09360

5,000.00

Print Zoom In Zoom Out Best Fit Fit To Width Fit To Height Rotate

01162933 W/C 68
Universal Land Title, Inc.

This Instrument Prepared by *Universal Land Title, Inc.*
 MARK WRIGHT
 580 Rinehart Road, Suite 100
 Lake Mary, FL 32745
 (407) 835-9700 Fax (407) 805-9015

WARRANTY DEED
 INDIVIDUAL TO INDIVIDUAL
WYATT W. MOSE, CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY
 BK 04294 PG 0922
 CLERK'S # 2002014325
 RELEASED 01/15/2003 0313457 PM
 DEED REC FEE \$18.00
 RECORDING FEES 6.00
 RECORDED BY L. Hestley

Property Appraiser's Parcel ID. (Folio Number) is
 22-21-30-502-0B00-0080
 Grantor(s) S.S.#(s) [REDACTED]

This Warranty Deed Made the 30TH day of NOVEMBER A.D. 2001 by ROY T. WEAKLEY, an un-re-married widower

Hereinafter called the grantor, to **THERESA A. HERNANDEZ, a single woman**

whose present address is **100 PINESONG DRIVE CASSELBERRY, FL 32707**

(Wherever appears the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, assigns, representatives and assigns of each, and the successors and assigns of corporations)

WITNESSETH that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, conveys and confirms unto the grantee, all that certain land situate in SEMINOLE County, Florida, viz:

Lot 8, Cluster B, **STERLING PARK UNIT 24**, according to the Plat recorded in Plat B-04-20, page 827 as recorded in the Public Records of SEMINOLE County, Florida; said land situate, lying and being in SEMINOLE County, Florida.

*THROUGH 84

Together with all the covenants, benefits, rights and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same to the grantee forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully 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 of all mortgages, except taxes accruing subsequent to December 31, 2000, restrictions, reservations, conditions and easements of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature **JENNIFER WILLIAMS**

Grantor Signature *[Signature]*

Witness Signature *[Signature]*

Printed Signature

Witness Signature

Printed Signature

Witness Signature

Printed Signature

Witness Signature

Printed Signature

Witness Signature *[Signature]*

Grantor Signature **ROY T. WEAKLEY**

Printed Signature **ROY T. WEAKLEY**

Witness Signature

Printed Signature

Witness Signature

Printed Signature

Witness Signature

Printed Signature

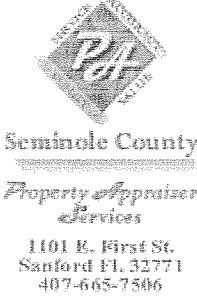
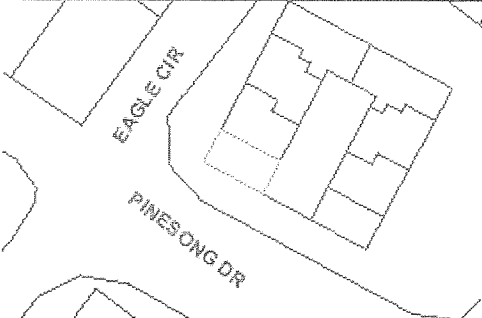

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on the day, between me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ROY T. WEAKLEY, an un-re-married widower** who whose personally known to me or who has produced as identification and who did **ME** take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this **30TH** day of **NOVEMBER** A. D. 2001



Notary Signature *[Signature]*
 Printed Notary Signature **JENNIFER WILLIAMS**
 My Commission Expires Serial Number, if any

PARCEL DETAIL		REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																												
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																																		
	<p align="center">GENERAL</p> <p>Parcel Id: 22-21-30-502-0B00-0080 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: HERNANDEZ THERESA A Exemptions: 00-HOMESTEAD</p> <p>Address: 100 PINESONG DR</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 100 PINESONG DR CASSELBERRY 32707</p> <p>Subdivision Name: STERLING PARK UNIT 24</p> <p>Dor: 01-SINGLE FAMILY</p>			<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$79,784</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$19,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$98,784</p> <p>Assessed Value (SOH): \$93,181</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$68,181</p>																																														
<p align="center">SALES</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>11/2001</td> <td>04294</td> <td>0922</td> <td>\$80,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1988</td> <td>01992</td> <td>1494</td> <td>\$68,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1980</td> <td>01278</td> <td>0760</td> <td>\$53,100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1979</td> <td>01235</td> <td>0421</td> <td>\$1,529,800</td> <td>Vacant</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	11/2001	04294	0922	\$80,000	Improved	WARRANTY DEED	07/1988	01992	1494	\$68,000	Improved	WARRANTY DEED	05/1980	01278	0760	\$53,100	Improved	WARRANTY DEED	07/1979	01235	0421	\$1,529,800	Vacant	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$1,131</p> <p>2003 Taxable Value: \$65,997</p>																	
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<p align="center">LAND</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>19,000.00</td> <td>\$19,000</td> </tr> </tbody> </table>			Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	19,000.00	\$19,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 8 BLK B STERLING PARK UNIT 24 PB 20 PGS 82 TO 84</p>																																			
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<p>NOTE: 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>																																																		

[BACK](#)
 [PROPERTY APPRAISER HOME PAGE](#)
 [CONTACT](#)

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
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Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE
AND
RELEASE FROM AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated November 30, 1995, and recorded in Official Records Book 03000, Pages 2008 through and including 2012, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated November 30, 1995, and recorded in the Official Records Book 03000, Pages 2013 through and including 2015, Public Records of Seminole County, Florida, and that Seminole County Home Program Homebuyer Program Assistance Agreement recorded in the Official Records Book 03000, Pages 2016 through and including 2018, Public Records of Seminole County, Florida (the "Agreement") which encumbered the property located at 316 Hidden Lake Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 59 BLOCK 4 HIDDEN LAKE PHASE II, UNIT 1 according to the Plat thereof recorded in Plat Book 24, Pages 15, 16 and 17, Public Records of Seminole County, Florida.

Said Property is also described in the Mortgage as:

LOT 59 BLOCK 4 HIDDEN LAKE PHASE II, according to the Plat thereof recorded in Plat Book 24, Pages 15-17 of the Public Records of Seminole County, Florida.

Parcel Identification: 10-20-30-503-0400-0590

(the "Property,") were made by John S. Matteson and Tammy T. Matteson, husband and wife, the owners ("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 Owner transfer title, sell or in any manner cease to occupy the Property as his 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 has refinanced the Property within the thirty (30) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00); 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 Agreement:

NOW THEREFORE, in consideration of the foregoing recitals and payment of the THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on September 30, 2003 pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge 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 the encumbrances of the 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 _____, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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 Commis-
sioners at their regular
Meeting of _____, 2003.

County Attorney

779227

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of November 1995 by and between John S. Matteson and Tammy T. Matteson 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 (\$ 3,000.00), 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 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:
SUZANNE McNEIL
KAMFF TITLE AND GUARANTY CORPORATION
200 WEST FIRST STREET
SANFORD, FLORIDA 32771

Prepared by: *after recorded return to*
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92

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3000 2008
SEMINOLE CO. FL.

28



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 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



Seminole County Homeownership Assistance Program

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 (check applicable) _____ five (5) 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 _____ FIVE (5) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three Thousand and no/100ths dollars (\$ 3,000.00) 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.

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.

Witness
Print Name: SUZANNE McNEIL

John S. Matteson
John S. Matteson
Print Name: John S. Matteson

Lori A. Hoffman
Witness
Print Name: LORI A. HOFFMAN

Tommy T. Matteson
Print Name: Tommy T. Matteson
316 Midden Lake Drive
Sanford, FL 32773

Print Name: _____

Print Name: _____




Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of November, 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared John S. Matteson
and Tammy T. Matteson, 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: SUZANNE McNEILL
Notary Public
Serial Number cc 244649
Commission Expires: 12/19/96



SUZANNE McNEILL
BY COMMISSION # CC 244649 EXPIRES
December 19, 1996
REQUIREMENT THAT HAVE BEEN MET

OFFICIAL RECORDS
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3000: 2012



Seminole County Homeownership Assistance Program SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 59, BLOCK 4, HIDDEN LAKES PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 24, PAGES 15-17, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

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 Three Thousand and no/100ths (\$ 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) 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 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.

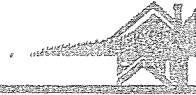
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

Prepared by: *After recorded return to*
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselham, FL 32707

Seminole County Homeownership Retention 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 199.166(1)(d), FLORIDA STATUTES

This instrument was prepared by:
SUZANNE McNEEL
KAMPY TITLE AND GUARANTY CORPORATION
200 WEST FIRST STREET
SANFORD, FLORIDA 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) 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.

/s/ SUZANNE McNEIL
WITNESS

Print Name: SUZANNE McNEIL

/s/ LORI HOFFMAN
WITNESS

Print Name: LORI A. HOFFMAN

Print Name: _____

Print Name: _____

[Signature]
Print Name: John S. Matteson
[Signature]
Print Name: Tammy T. Matteson

3000, 2015
SEMINOLE CO. FL
OFFICIAL RECORDS
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STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of November, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John S. Matteson and Tammy T. Matteson, 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.

/s/ SUZANNE McNEIL
Name: SUZANNE McNEIL
Notary Public
Serial Number CC 244649
Commission Expires: 12/19/96

NOTARY PUBLIC
NOT COMMISSIONED TO TAKE OATHS
Florida Notary Public

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JOHN S. MATTELSON AND TANNY BASS
Property Address: 316 HIDDEN LAKE DR. SENFORD, FL
32775

This Agreement is entered into this 16 day of November, 2010 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 West First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and John Mattelson (hereinafter "HOMEBUYER").

WITNESSETH: TANNY BASS

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* and meet the requirements as set forth in 24 CFR Part 62 as amended or waived by HUD. *Chamber of Commerce

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 \$ 3,000.00 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 62 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 CHIP funds) of the median sales price of the area. The COUNTY through, Greater* has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

*Seminole County Chamber of Commerce

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3000 2016
SEMINOLE CO. FL.

MARYANNE MORSE
CLERK OF CIRCUIT COURT
779228

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
95 DEC -5 AM 10:52

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

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 9 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.

- 2000-2017
SERIALS CO. FL.
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- 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 limited to 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 to 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/evidenced ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
 - d) Lead paint
 - Applicable (Items built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint assistance.)
 - 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 12972 - 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 dies, 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 five (5), 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 Howard Mangus

WITNESSES: [Signature]
[Signature]

SEMINOLE COUNTY, FLORIDA

[Signature]
RON H. RABUN, County Manager

Date: 11/27/95

HOMEBUYER John S. Matheson

[Signature]
[Signature]

Date: 11/15/95

Prepared by:
Barbara L. Barlow/S.H.I.P./HOME Downpayment Assistance Office
c/o Greater Seminole County Chamber of Commerce
4580 South Highway 17-92
Ocala, Florida 32707

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 16th day of November, 1995, by John S. Matheson & Tammy Bass, who is personally known to me or who has produced drivers license (Florida) as identification.

[Signature]
Print Name Sheila Turnage Ahles

Notary Public in and for the County and State Aforementioned.

My commission expires: _____



SHEILA TURNAGE AHLES
My Commission Expires: 11/15/98

Fn:\manual\homeprgm

Robert F. Heenan - Planner/Program Monitor
Community Dev. Office/Comprehensive Planning
Seminole County Government Services Building
1101 East First Street, Sanford, FL 32771
Re: S.H.I.P./HOME Downpayment Assistance Program

3000
SEMINOLE COUNTY, FL
2018
OFFICIAL RECORDS
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SENTRY TITLE COMPANY OF CENTRAL FLORIDA, INC.

71117

FILE NO#: 12511SCA AMOUNT: \$3,000.00 DATE: 09/30/03 CODE:
ALT:

SELLER(S) --

BUYER(S) -- JOHN S. MATTESON and TANNY J. MATTESON

PROPERTY LOCATION --
316 HIDDEN LAKE DRIVE, SANFORD, FLORIDA 32773
LOT 59, HIDDEN LAKE, PB 24, PG 15, SEMINOLE CO, FL.

PAYOFF MORTGAGE

SENTRY TITLE COMPANY
OF CENTRAL FLORIDA, INC.
222 S. WESTMONTE DRIVE, SUITE 213
ALTAMONTE SPRINGS, FL 32714
(407) 869-7722

AMSOUTH BANK OF FLORIDA
WINTER PARK, FL
63-466/631

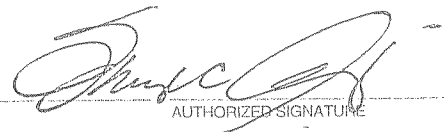
71117

FILE NO#: 12511SCA 71117

THREE THOUSAND AND 00/100 DOLLARS ***** DATE AMOUNT
09/30/03 *****\$3,000.00*

PAY TO THE ORDER OF: SEMINOLE COUNTY HOMEOWNERSHIP PROGRAM

ESCROW ACCOUNT


AUTHORIZED SIGNATURE

⑈071117⑈ ⑈063104668⑈ ⑈405009966⑈

Details on Back. Security Features Included

RETURN TO: SENTRY TITLE CO.
272 S. WESTMONTA DR., STE 213
ALTAMONTE SPRINGS, FL. 32714
124115CA
COUNTRYWISE HOME LOANS, INC.
HS 30-75 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423
This document was prepared by:
HOUSE LOAN
AMERICA'S WHOLESALE LENDER

1100 00 1 000 0000 0000 0000 0000 0000 0000 0000
MAYORNE NORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05001 PG 1430
CLERK'S # 2003180776
RECORDED 10/07/2003 03:28:54 PM
MID DEC TRM 275.30
INTEREST TAX 159.60
RECORDING FEES 51.00
RECORDED BY B O'Heilly

7165 CORPORATE DRIVE
FTX 33175
PLAINS
TX 75069

(Space Above This Line For HomeLending Date)

12311 0004058450509003
MORTGAGE
MIN 1002157-0002011758-6

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document which is dated SEPTEMBER 25, 2003 together with all Riders to this document.
(B) "Borrower" is JOHN MATTESON, AND TASHY MATTESON, HUSBAND AND WIFE *
M/K/A JOHN S. MATTESON AND TASHY J. MATTESON HUSBAND AND WIFE

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Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. (MERS) a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2025, Fintz, MI 48501-2025, tel. (888) 678-7678.
(D) "Lender" is AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION organized and existing under the laws of NEW YORK
Lender's address is P.O. Box 660694, Dallas, TX 75266-0694

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 25, 2003. The Note states that Borrower owes Lender SEVENTY NINE THOUSAND EIGHT HUNDRED and 00/100

Dollars (U.S. \$ 79,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2032
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

FLORIDA-Single Family-Family Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

EA/PL/LEDAI CHL (6/03)jd WFF MORTGAGE TERMS - 100201-001
COWWA Form 3218 1/01



Print

Zoom In

Zoom Out

Best Fit

Fit To Width

Fit To Height

Rotate

FILE NUM 2003100776
OR BOOK 02051 PAGE 1631

DOC ID #: 0004056407000003

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Bank of America | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) (specify) |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on the Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 2.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds) under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) other proceedings of, or cessations as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance provided by Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 2500), and any amendments thereto, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and prohibitions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.


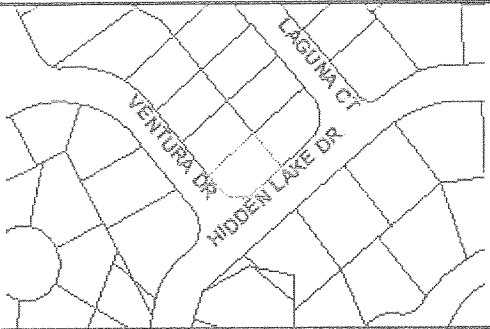
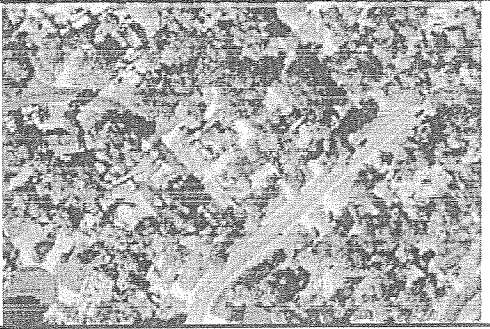
TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and (ii) renewals, extensions and modifications of the Note; and (iii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey in MERS (solely as nominee for Lender and Lender's successors and assigns) and its successors and assigns of MERS, the following described property located in the

COUNTY of SEMINOLE

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

LOT 59, BLOCK 4, HIDDEN LAKE, PHASE II, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 15, 16, AND 17, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																									
<p style="text-align:center;">GENERAL</p> <p>Parcel Id: 10-20-30-503-0400-0590 Tax District: S1-SANFORD Owner: MATTESON JOHN S & TAMMY J Exemptions: 00-HOMESTEAD Address: 316 HIDDEN LAKE DR City,State,ZipCode: SANFORD FL 32773 Property Address: 316 HIDDEN LAKE DR SANFORD 32773 Subdivision Name: HIDDEN LAKE PH 2 UNIT 1 Dor: 01-SINGLE FAMILY</p>			<p style="text-align:center;">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$68,640 Depreciated EXFT Value: \$638 Land Value (Market): \$14,000 Land Value Ag: \$0 Just/Market Value: \$83,278 Assessed Value (SOH): \$67,337 Exempt Value: \$25,000 Taxable Value: \$42,337</p>																																						
<p style="text-align:center;">SALES</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>11/1995</td> <td>03000</td> <td>1999</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1995</td> <td>03000</td> <td>1998</td> <td>\$66,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1986</td> <td>01702</td> <td>0264</td> <td>\$57,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1984</td> <td>01552</td> <td>0543</td> <td>\$59,900</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1981</td> <td>01322</td> <td>0889</td> <td>\$46,100</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	11/1995	03000	1999	\$100	Improved	WARRANTY DEED	11/1995	03000	1998	\$66,000	Improved	WARRANTY DEED	01/1986	01702	0264	\$57,000	Improved	WARRANTY DEED	05/1984	01552	0543	\$59,900	Improved	WARRANTY DEED	02/1981	01322	0889	\$46,100	Improved	<p style="text-align:center;">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$850 2003 Taxable Value: \$40,759</p>		
Deed	Date	Book	Page	Amount	Vac/Imp																																				
WARRANTY DEED	11/1995	03000	1999	\$100	Improved																																				
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<p style="text-align:center;">LAND</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>14,000.00</td> <td>\$14,000</td> </tr> </tbody> </table>			Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	14,000.00	\$14,000	<p style="text-align:center;">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 59 BLK 4 HIDDEN LAKE PHASE II UNIT I PB 24 PGS 15 TO 17</p>																										
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																				
LOT	0	0	1.000	14,000.00	\$14,000																																				
BUILDING INFORMATION																																									
Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New																																	
1	SINGLE FAMILY	1981	6	1,681	1,140	CONC BLOCK	\$68,640	\$75,429																																	
			Appendage / Sqft	OPEN PORCH FINISHED / 60																																					
			Appendage / Sqft	GARAGE FINISHED / 364																																					
			Appendage / Sqft	SCREEN PORCH FINISHED / 117																																					
EXTRA FEATURE																																									
		Description	Year Blt	Units	EXFT Value	Est. Cost New																																			
		FIREPLACE	1981	1	\$638	\$1,500																																			
<p>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.</p>																																									

[BACK](#) [PROPERTY APPRAISER HOME PAGE](#) [CONTACT](#)

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 Second Mortgage (the "Mortgage") dated April 16, 1998, and recorded in Official Records Book 03411, Pages 1100 through and including 1104, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 16, 1998, and recorded in the Official Records Book 03411, Pages 1105 through and including 1107, Public Records of Seminole County, Florida, which encumbered the property located at 800 Pasadena Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

The North 100 feet of the West 1/2 of Lot 11 and North 100 Feet of Lot 12 Block M, LAKE WYMAN HEIGHTS, LAKE ADDITION, according to the Plat thereof, as recorded in Plat Book 4, Page 23, Public Records of Seminole County, Florida

Parcel Identification: 32-20-30-513-0M00-0110

Said property having been legally described in Exhibit A to the Mortgage as follows:

The North 100 feet of Lot 12 and the North 100 feet of the West 1/2 of Lot 11, Block M, LAKE WYMAN HEIGHTS, LAKE ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 23, Public Records of Seminole County, Florida.

(the "Property,") were made by Paul Trepte and Kimberley L. Trepte, husband and wife, the owners ("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 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 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 of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00); 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 THREE THOUSAND FIVE THOUSAND AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on March 5, 2003 pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge 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 _____, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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 Commis-
sioners at their regular
Meeting of _____, 2003.

County Attorney

Return of
Realty Title, Inc.
3555 Leo Road, Suite 250
Winter Park, Florida
Seminole County Homeownership Assistance Program

Book
3411

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
16 day of April 199⁹ by and between Paul & Kim L. Treanor,
husband and wife, hereinafter referred to the "Mortgagor" and Seminole County,
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 3411 PAGE 1100
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 (\$3,500.00), 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.

ARRANGE MORTGAGE
BOOK OF CREDIT CO. INC.
SEMINOLE COUNTY, FL
193073

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.

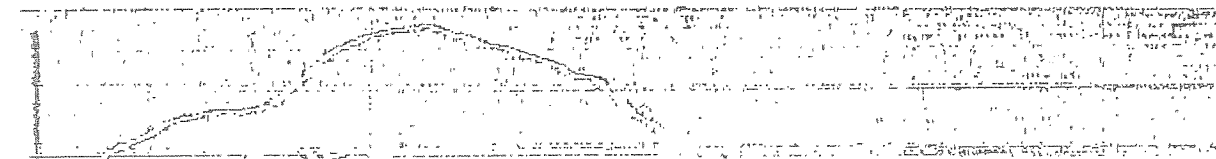
RECORDED & VERIFIED
1999 APR 24 AM 8 15

2
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 409.03(1) AND 409.03(2),
F.S. 218.14 STATUTES

This instrument was prepared by:
ADEL WILSON, ESQ. REAL ESTATE
1101 EAST FIRST STREET
SANFORD, FL 32771
7/29/07
7/29/07

1 of 3

7/29/07
7/29/07
7/29/07



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 Mortgagor 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 sub-leased.

3411 1101
SEMINOLE CO. FL
ORIGINAL RECORD
BOOK

Should the tax return remain unreported and not be mailed, issued or submitted for one (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 **Thousand Five Hundred dollars and 00/100 (\$1,500.00)** 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.

3411 1102
 SEMINOLE CO. FL.
 OFFICIAL RECORDS
 PAGE 300K

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.

[Signature]
 Print Name:

[Signature]
 Print Name: Paul Trepte

M. Lukkin
 Print Name:

[Signature]
 Print Name: Kim L. Trepte

[Signature]
 Print Name:

Print Name:

Susan A. Tomlin
 Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15 day of April, 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledged, personally appeared FALL TRAPPE
and KIM L. TRAPPE, 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.

Susan A. Tomlin

Name:
Notary Public
Serial Number
Commission Expires:

SUSAN A. TOMLIN
Notary Public, State of Florida
My Comm. Expires Jan. 9, 2000
Comm. No. CC 623631

PREPARED BY & RETURN TO:
Laurie Jean Taylor 984204
REALTY TITLE, INC
1950 Lee Road #209
Winter Park FL 32789

SPECIAL RECORDS
BOOK
PAGE
1103

SEMINOLE CO. FL
3411 1101
PUBLIC RECORDS
BOOK PAGE

EXHIBIT "A"

LEGAL DESCRIPTION

The North 100 Feet of Lot 12 and the North 100 Feet of the West 1/2 of Lot 11, Block M, LAKE KAYMAN HEIGHTS, LAKE ADDITION, according to the plat thereof, as recorded in Plat Book 4, Page 23, Public Records of Seminole County, Florida.

21 23

NOTED
RECORDED

Return to:
Sally Title, Inc.
2050 Leo Road, Suite 209
Winter Park, Florida 32789
Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: 33,568.00

3411 1105
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK

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 (\$3,568.00). 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:

U.S.A. RETURN TO: 4-7
AMERICAN PIONEER TITLE INS
489 E. SEMINOLE BLVD. SUITE 100
GADSDEN, FL 32707

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)(G), FLORIDA STATUTES

This instrument was prepared by: AFTER RECEIVING EVIDENCE TO FILE FINANCIAL ASSISTANCE PROGRAM - A TOTAL FINANCIAL ASSISTANCE PROGRAM, FL. STAT. 627.07

3411 1106
SEMINOLE CO. FL
OFFICIAL RECORDS BOOK

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, 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 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]
Print Name: Stephen J. Damro

[Signature]
Print Name: Paul Trepte
Kimberley L. Trepte

Print Name: [Signature]

Print Name: Kim L. Trepte

Print Name: M. Luffkin

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 16 day of April, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Paul Trepte and KIM L. TREPPE, 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: _____
Notary Public
Serial Number
Commission Expires:

SUSAN A. JUMLIN
Notary Public, State of Florida
My Comm. Expires Jan. 9, 2000
Comm. No. 00523031

OFFICIAL RECORDS
ROOM
3411 1107
SEMINOLE CO. FL

TRANCO TITLE, INC. 01-03
ESCROW ACCOUNT
407-254-5101
649 VASSAR ST.
ORLANDO, FL 32804-5335

Bank of America
ACH R/T 063100277

1597

03-4/630 FL
601
March 05, 2003

PAY TO THE ORDER OF Seminole County Communiy Development

\$ 3,500.00

Three Thousand Five Hundred and 00/100

DOLLARS

MEMO File ORG-731 - 1597

Michael L. Beasley DP

⑈001597⑈ ⑆063000047⑆ 005486089789⑈

TRANCO TITLE, INC.

ESCROW ACCOUNT


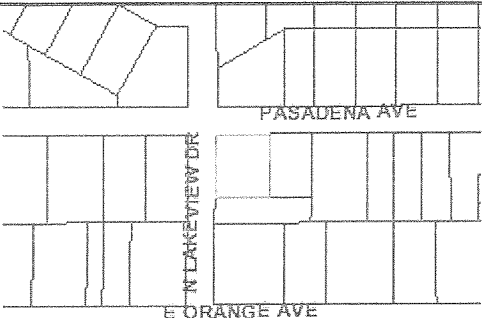

1597

Seller:

Buyer: Paul Trepte

800 Pasadena Avenue, Longwood, Florida 32750

105 2nd Mortgage Payoff to SCCDO \$3500.00

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-663-7506</p>																																									
<p align="center">GENERAL</p> <p>Parcel Id: 32-20-30-513-0M00-0110 Tax District: L1-LONGWOOD</p> <p>Owner: TREPTE PAUL Exemptions: 00-HOMESTEAD</p> <p>Address: 800 PASADENA AVE</p> <p>City,State,ZipCode: LONGWOOD FL 32750</p> <p>Property Address: 800 PASADENA AVE LONGWOOD 32750</p> <p>Subdivision Name: LAKE WAYMAN HEIGHTS LAKE ADD</p> <p>Dor: 01-SINGLE FAMILY</p>			<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$81,843</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$14,432</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$96,275</p> <p>Assessed Value (SOH): \$74,701</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$49,701</p>																																						
<p align="center">SALES</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>CORRECTIVE DEED</td> <td>09/1998</td> <td>03495</td> <td>0766</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1998</td> <td>03411</td> <td>1090</td> <td>\$76,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>02/1994</td> <td>02735</td> <td>0189</td> <td>\$74,900</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>			Deed	Date	Book	Page	Amount	Vac/Imp	CORRECTIVE DEED	09/1998	03495	0766	\$100	Improved	WARRANTY DEED	04/1998	03411	1090	\$76,500	Improved	WARRANTY DEED	02/1994	02735	0189	\$74,900	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$914</p> <p>2003 Taxable Value: \$47,950</p>														
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<p>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.</p>																																									

