

**SUBJECT:** Satisfactions Of Second Mortgages – Early Release

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

**AUTHORIZED BY:** Donald Fisher  **CONTACT:** Diane Ledford  **EXT.** 7384

<b>Agenda Date</b> <u>11/26/2002</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgages – Early Release for households assisted under the SHIP Program’s Home Ownership Assistance Program.

**BACKGROUND:**

On October 30, 1996 Seminole County assisted Robert E. & Sharon Diacheysn with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Robert E. & Sharon Diacheysn resided in the house for a thirty year period. However, Robert E. & Sharon Diacheysn breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Robert E. & Sharon Diacheysn did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Robert E. & Sharon Diacheysn .

On March 28, 1997 Seminole County assisted Herbert D. & Rolyndia Taylor with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Herbert D. & Rolyndia Taylor resided in the house for a ten year period. However, Herbert D. & Rolyndia Taylor breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Herbert D. & Rolyndia Taylor did reside in the house for five years.

<b>Reviewed by:</b>
<b>Co Atty:</b> <u>[Signature]</u>
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> <u>[Signature]</u>
<b>CM:</b> <u>[Signature]</u>
<b>File No.</b> <u>-cpdc01</u>

a release would be granted by Seminole County if Troy W. Nelson and Traci S. Nelson resided in the house for a thirty year period. However, Troy W. Nelson and Traci S. Nelson breached the mortgage agreement by selling their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Troy W. Nelson and Traci S. Nelson did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Troy W. Nelson and Traci S. Nelson.

On February 21, 1997 Seminole County assisted Victoria Minish with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Victoria Minish resided in the house for a ten year period. However, Victoria Minish breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Victoria Minish did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Victoria Minish.

On May 30, 1997 Seminole County assisted Thomas H. Goings with down payment assistance in the amount of \$3,050.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Thomas H. Goings resided in the house for a ten year period. However, Thomas H. Goings breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Thomas H. Goings did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Thomas H. Goings.

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **30<sup>th</sup>** day of **October, 1996** from **Robert E. & Sharon Diacheysn**, husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand-Five Hundred Dollars and no 00/100th (\$3,500.00)** which mortgage is recorded in Official Records Book **3153**, Page **1945**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand-Five Hundred Dollars and no 00/100, (\$3,500.00)** secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **November**, 2002.

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 Commissioners  
at their \_\_\_\_\_,  
2002, regular meeting.

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

38  
4.50

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
909678

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED  
96 NOV -5 PM 2:03

*Seminole County Homeownership Assistance Program*



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of October, 1996, by and between Robert E. Diachevan, Jr. and Sharon Diachevan \* 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."

*\*husband & wife*  
(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, assigns, 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 189.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:  
Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4990 South Highway 17-92  
Casselberry, FL 32707

OFFICIAL RECORDS  
BOOK 3153 PAGE 1940  
SEMINOLE CO. FL

Return to: Central Florida Title Company  
320 W. Sabal Palms Pl., Ste. 100  
Longwood, Florida 32779 (774) 5111

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OFFICIAL RECORDS  
BOOK

3153 1941

SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



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

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

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

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BOOK PAGE

3153 1942



Seminole County Homeownership Assistance Program SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) \_\_\_\_\_ ten (10) years, \_\_\_\_\_ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN \_\_\_\_\_ TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of ~~thirty five hundred and 00/100~~ dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Suzanne Williams

Print Name: Suzanne Williams

A LYNN DAVIS

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

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

Robert E. Discheyen Jr.

Print Name: Robert E. Discheyen Jr.

Sharon Discheyen

Print Name: Sharon Discheyen

412 Springview Dr.  
Sanford, FL 32773

OFFICIAL RECORDS  
BOOK PAGE

3153 1943

Seminole County Homeownership Assistance Program SEMINOLE CO. FL



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30<sup>th</sup> day of October, 1996  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Robert E. Dickerson, Jr.  
and Sharon Williams who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Identification 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:



OFFICIAL RECORDS  
BOOK PART

3153 1944

*Seminole County Homeownership Assistance Program* SEMINOLE CO. FL



EXHIBIT 'A'

LEGAL DESCRIPTION

Lot 99, Replat of Grovaview Village, First Addition, according to the plat thereof as recorded in Plat Book 26, Pages 4, 5 and 6, Public Records of Seminole County, Florida.

SEM/08/08/2002

10/10/02



OFFICIAL RECORDS  
BOOK PAGE

3153 1945

*Seminole County Homeownership Assistance Program*

SEMINOLE CO. FL



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of ~~thirty five hundred and 00/100~~ (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

OFFICIAL RECORDS  
BOOK PAGE

3153 1946

SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.813(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coord.  
Seminole County Chamber of Commerce  
4890 South Highway 17-92  
Casselberry, FL 32707

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

#### 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.

(C:\PROGRAMS\UNTRG)

3/13/96

OFFICIAL RECORDS  
BOOK PART

3153 1947

Seminole County Homeownership Assistance Program SEMINOLE CO. FL



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

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

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

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

Suzanne Wallam

Robert E. Diacheyan Jr.

Print Name: Suzanne Wallam

Print Name: Robert E. Diacheyan Jr.

Print Name: A. LYNN DAVIS

Print Name: Sharon Diacheyan

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

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of October, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert E. Diacheyan Jr. and Sharon Diacheyan 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 Dennis Picciani as identification and who did not take an oath.

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

Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_



13/200

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

Prepared by: Judith K. Lloyd  
GulfAtlantic Title  
460 W. Central Parkway  
Altamonte Springs FL 32714

228745

98 JUL -7 PM 2:00

**MORTGAGE SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT is made this 30th day of June, 1998, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and The Money Source, Inc., a Florida corporation, whose address is 82 Douglas Avenue, Suite 183, Altamonte Springs, FL 32714 hereinafter referred to as "LENDER."

SEMINOLE COUNTY  
OFFICIAL RECORDS  
BOOK 1761  
PAGE 1761

**W I T N E S S E T H:**

WHEREAS, ROBERT E. DIACHEVYAN, JR. and SHARON DIACHEVYAN, husband and wife whose address is 412 Springdale Drive Sanford, Florida 32773 hereinafter referred to as "BORROWER," executed and delivered to COUNTY a mortgage in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 (\$ 3,500.00) dated October 30, 1996 and recorded November 5, 1996 in Official Record Book 3153, page(s) 1940 in the records of Seminole County, Florida, which mortgage is a lien on the following described property:

INSERT LEGAL DESCRIPTION; Lot 99, REPLAT OF GROVEVIEW VILLAGE, FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 26, Pages 4-6, Public Records of Seminole County, Florida;

WHEREAS, the BORROWER executed and delivered to LENDER a mortgage in the sum of SEVENTY-FOUR THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$74,341.00) which mortgage is intended to be recorded herewith in the records of Seminole County, Florida; and

WHEREAS, LENDER has required as a condition of its loan to BORROWER that the lien of the mortgage executed by BORROWER to the COUNTY be subordinated to the lien of the mortgage executed by BORROWER to LENDER to which COUNTY has agreed on the conditions provided herein; and

WHEREAS, the COUNTY is agreeable to such request pursuant to its adoption of Subordination Agreement Request Policies And Procedures on March 12, 1996, relating to subordination of liens filed for rehabilitation, emergency repair and ownership assistance funded activities; and

WHEREAS, the refinancing of the BORROWER's property for the purpose of debt consolidation shall reduce total monthly household expenses; or an unanticipated financial hardship has befallen the BORROWER due to the death of a spouse or co-owner occupying the property; and

WHEREAS, the COUNTY is not required to take more than a second position of subordination,

RETURN TO: 9805129  
GulfAtlantic Title  
460 W. Central Parkway  
Altamonte Springs, FL 32714

OFFICIAL RECORDS  
BOOK PAGE

3156 1762

NOW, THEREFORE, in consideration of the sum of ~~ONE AND 00/100~~ DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned agree as follows:

1. That, the lien of mortgage executed by the BORROWER to COUNTY is and shall be subordinated to the lien of the mortgage executed by the BORROWER to LENDER provided, however, that the lien of the mortgage to COUNTY shall be subordinated to the lien of the mortgage to LENDER only to the extent that the lien of the mortgage to LENDER is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

2. That, the mortgage executed by the BORROWER to COUNTY is and shall be subordinated both in lien and payment to the mortgage executed by the BORROWER to LENDER to the extent that the mortgage to LENDER is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That, to the extent the mortgage of LENDER is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by BORROWER to LENDER shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said BORROWER to COUNTY but any such sale shall be subject to the lien of the said mortgage executed by the BORROWER to LENDER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

THE MONEY SOURCE, INC.

SEMINOLE COUNTY

LENDER

COUNTY

By: *Ala Ruedling*

By: *Brenda S. Adams*

Title: VP

Title: Seminole County  
Community Development  
Office Manager

Date: June 30, 1998

Date: 6-30-98

SRD/dra  
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OFFICIAL RECORDS  
BOOK 31:55 1763  
SEMINOLE CO. FL

STATE OF FLORIDA  
COUNTY OF SEMINOLE

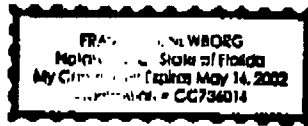
LEGIBILITY UNSATISFACTORY  
FOR MICROGRAPHICS

The foregoing instrument was acknowledged before me this 30th day of June, 1998 by Buddy Balogis who produced personally known as identification or is personally known to me, and who did not an oath.

Francis A. Dewborg  
Notary Public  
Printed Name: FRANCIS A. DEWBORG

My Commission Expires:

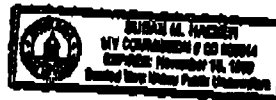
STATE OF FLORIDA  
COUNTY OF SEMINOLE



The foregoing instrument was acknowledged before me this 30th day of June, 1998 by Aime R. Ruedlinger, Vice President of The Money Source, Inc., who produced as identification or is personally known to me, and who did not an oath.

Susan M. Hecker  
Notary Public  
Printed Name: Susan M. Hecker

My Commission Expires:



12/2/00  
7710087  
Prepared by: R. Lynn Davis  
320 W. Santa Fe Ave. Sanford, FL 32771

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Robert R. & Sharon Diachayen  
Property Address: 412 Springview Dr., Sanford, FL 32773

SEMINOLE CO. 3153  
OFFICIAL RECORDS BOOK

This Agreement is entered into this 18th day of October, 1900 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Robert R. & Sharon Diachayen (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

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

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 82 as amended or waived by HUD.

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3500 - 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.

6. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 82 Subpart F, as follows:

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

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

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

909679  
COUNTY CLERK  
OF SEMINOLE COUNTY

96NOV-5 PM 2:03  
SEMINOLE COUNTY  
RECORDED & VERIFIED

209

6. HOUSING AND QUALITY STANDARDS

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

7. OTHER PROGRAM REQUIREMENTS

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

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

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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

3153 1919  
OFFICIAL RECORDS  
BOOK  
AFFIRMATIVE CASE



3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

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

Rita Curtis  
Rita Curtis

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER, Acting County Manager

Date: 10/25/96

OFFICIAL RECORDS  
BOOK 3153 1950  
SEMINOLE CO. FL

WITNESSES

Donna M. Lindsey  
Sandy M. Thompson  
Donna M. Lindsey  
Sandy M. Thompson

HOMEBUYER

Robert E. Diacheyan  
Sharon Diacheyan  
Robert E. Diacheyan  
Sharon Diacheyan  
Date: 10/15/96

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

The foregoing instrument was acknowledged before me this 19th day of October 1996 by Robert E. & Sharon Diacheyan who is personally known to me or who has produced Driver's License as identification.

Sandy M. Thompson  
Print Name Sandy M. Thompson



SANDY M. THOMPSON  
Notary Public, State of Florida  
My Comm. Exp. 11-3-97, 10028  
Comm. No. CC 570223

Notary Public in and for the County and State Aforementioned.

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

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **28<sup>th</sup>** day of **March, 1997** from **Herbert D. & Rolyndia Taylor**, husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand-Five Hundred Dollars and no 00/100th (\$3,500.00)** which mortgage is recorded in Official Records Book **3218**, Page **1610**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand-Five Hundred Dollars and no 00/100, (\$3500.00)** secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **November**, 2002.

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 Commissioners  
at their \_\_\_\_\_,  
2002, regular meeting.

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

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

1997 APR -3 PM 3:09

034625

3218 1610  
SEMINOLE CO. FL.

*Seminole County Homeownership Assistance Program*



**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 28th day of March 1997 by and between Robert D. Taylor, a married person joined by \_\_\_\_\_ hereinafter referred to the "Mortgagor" \_\_\_\_\_ a \_\_\_\_\_ division of the State of Florida, whose address is 1418 East Pine Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee," his spouse, Kolyndia Taylor,

(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 \_\_\_\_\_, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliena, 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 whomever; 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:  
Tina M. McCrea for:  
Southern Title & Abstract, Inc.  
130 University Park Drive, Ste. 145  
Winter Park, FL 32792  
#97-227  
RETURN TO SNAE

IC FHMAMJUN17RO

SOUTHERN TITLE & ABSTRACT, INC.  
130 UNIVERSITY PARK DRIVE, #145  
WINTER PARK, FL 32792

122-16  
97-227

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OFFICIAL RECORDS  
BOOK PAGE

3218 1611

SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*

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

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

**SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.**

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

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

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

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

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SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ten (10) years twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of three thousand five hundred dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Herbert D. Taylor  
Print Name: Herbert D. Taylor  
Herbert D. Taylor  
104 S. Moss Rd., Winter Springs, FL 32708

Rolindia Taylor  
Print Name: Rolindia Taylor  
Rolindia Taylor  
104 S. Moss Road  
Winter Springs, FL 32708

Tina M. McCrea  
Print Name: Tina M. McCrea  
Tina M. McCrea

Mikred M. Crenshaw  
Print Name: Mikred M. Crenshaw  
Mikred M. Crenshaw

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BOOK PAGE

3218 1613

SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 28th day of March, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Herbert D. Taylor, a married person  
joined by his spouse, Rolynia Taylor, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced FL Drivers Licenses as identification and who did  
did not take an oath.

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



MILDRED N. CRENSHAW  
My Commission CC385840  
Expires Jul 30, 1998  
Bonded by HAI  
800-423-1858

Name: Mildred N. Crenshaw  
Notary Public, State of Florida at Large  
Serial Number CC 385840  
Commission Expires: 7-30-98

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SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 3, Block 7, NORTH ORLANDO 2nd ADDITION, according to the plat thereof as recorded in Plat Book 12, Pages 55 through 57 inclusive, Public Records of Seminole County, Florida.

Parcel Identification #: 03-21-30-501-0700-0030

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SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of three thousand five hundred (\$ 3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at Seminole, Florida, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

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

**DEFAULT**

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



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SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



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

INCIDENTAL TO WRITING TITLE THEREON:

This instrument was prepared by:  
Tina M. McGee for:

Southern Title & Abstract, Inc.  
130 University Park Drive, Ste. 145  
Winter Park, FL 32792

997-2277

RETURN TO SMC

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

**CONSEQUENCE OF DEFAULT**

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

**MISCELLANEOUS PROVISIONS**

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

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

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SEMINOLE CO. FL

*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.

Print Name: Herbert D. Taylor  
HERBERT D. TAYLOR  
104 S. Moss Road, Winter Springs, FL 32708

Print Name: Rozlyndia Taylor  
ROZLYNDIA TAYLOR  
104 S. Moss Road  
Winter Springs, FL 32708

Print Name: Tina M. McCrea  
TINA M. MCCREA

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

Print Name: Mildred M. Crenshaw  
MILDRED M. CRENSHAW

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 28th day of March, 1997 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Herbert D. Taylor, a married person and joined by his spouse, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced FL Drivers License as identification and who did/did not take an oath. \*Rozlyndia Taylor,

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



MILDRED M. CRENSHAW  
My Commission 120306240  
Expires Jul. 30, 1998  
Bonded by FIAI  
800-422-1855

Name: Mildred M. Crenshaw  
Notary Public State of Florida at Large  
Serial Number CG 385840  
Commission Expires: 7-30-98

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SEMINOLE CO. FL

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): HERBERT D. TAYLOR, A MARRIED PERSON JOINED BY HIS SPOUSE, ROLYNDIA TAYLOR,

Property Address: 104 S. Moss Road, Winter Springs, Florida 32708

104 S. MOSS RD. WINTER SPRINGS, FL 32708

This Agreement is entered into this 29th day of March, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Herbert D. Taylor, A MARRIED PERSON JOINED BY HIS SPOUSE, ROLYNDIA TAYLOR (hereinafter "HOMEBUYER").

WITNESSETH

1. USE OF HOME FUNDS

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

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

2. AFFORDABILITY

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

3. REPAYMENTS

RHS

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

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

5. PROJECT REQUIREMENT

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

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

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

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

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SEMINOLE CO. FL

**6. HOUSING AND QUALITY STANDARDS**

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

**7. OTHER PROGRAM REQUIREMENTS**

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

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

**8. AFFIRMATIVE MARKETING**

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

**9. CONDITIONS FOR RELIGIOUS ORGANIZATION**

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

**10. REQUESTS FOR DISBURSEMENT OF FUNDS**

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

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

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

**1. REVERSION OF ASSETS**

Not applicable as the homeowner is not a subrecipient.

**2. RECORDS AND REPORTS**

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

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3. ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow 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 X ten (10),      twenty (20) or      thirty (30) years, as applicable.

5. OTHER PROVISIONS

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

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

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Manpreis

Gary E. Kaiser  
Gary E. Kaiser, Acting County Manager

Date: 3/20/97

WITNESSES

Christine J. Brock  
Christine J. Brock

HOMEBUYER

Heather Taylor  
Polynadia L. Taylor  
Date: 3/4/97

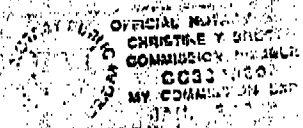
NOTARY AS TO HOMEBUYER(S):  
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of March 1997 by Heather Taylor & Polynadia Taylor, who is personally known to me or who has produced      as identification.

Print Name Christine J. Brock

Notary Public in and for the County and State Aforementioned.

My commission expires:     



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **30<sup>th</sup>** day of **October, 1995** from **Troy W. Nelson & Traci S. Nelson**, husband and wife, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Dollars and no 00/100th (\$3,000.00)** which mortgage is recorded in Official Records Book 3005, Page 1064, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Dollars and no 00/100, (\$3,000.00)** secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **November**, 2002.

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 Commissioners  
at their \_\_\_\_\_,  
2002, regular meeting.

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

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDS & CLERK

783168

95 DEC 11, AM 8:05

*Seminole County Homeownership Assistance Program*



### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30<sup>th</sup> day of October 1995 by and between Troy W. Nelson and Traci S. Nelson 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 and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of  
4590 S. Hwy 17-92 Commerce  
Casselberry, FL 32707  
AFTER RECORDING, RETURN TO:  
Robert F. Heenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First Street  
Sanford, FL 32771

OFFICIAL RECORDS  
PAGE 1059  
BOOK 3005  
SEMINOLE CO. FL.

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25  
6/10

*Original Title*

***Seminole County Homeownership Assistance Program***



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

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee 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

3995  
1060  
OFFICIAL RECORDS  
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BOOK



***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.

[Signature]  
Witness

Print Name: Donna J. Varris

[Signature]  
Witness

Print Name: Beth Anne Shaw

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

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

[Signature]

Print Name: Troy W. Nelson

[Signature]

Print Name: Traci S. Nelson

2005-1061  
OFFICIAL RECORDS  
BOOK PAGE

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30<sup>th</sup> day of October 1995  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Troy W. Nelson  
and Traci S. Nelson who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Drivers License as identification and who did/  
did not take an oath.

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

*Donna J. Norris*  
Name: \_\_\_\_\_  
Notary Public  
Serial Number \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



DONNA J. NORRIS  
COMMISSION # CC 850901  
EXPIRES NOV 17, 1997  
Atlantic Bonding Co., Inc.  
800-727-3768

OFFICIAL RECORDS  
BOOK PAGE  
3005 1062  
SEMINOLE CO. FL.

*Seminole County Homeownership Assistance Program*



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

**LOT 3, LAURELWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED  
IN PLAT BOOK 15 PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.**

**OFFICIAL RECORDS  
BOOK PAGE  
3005 1063  
SEMINOLE CO. FL.**

*Seminole County Homeownership Assistance Program*



**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:

3005  
1064

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BOOK PAGE

- 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:

\_\_\_\_\_

**Seminole County Homeownership Assistance Program**



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

This instrument was prepared by:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of  
4590 S. HWY 17-92 Commerce  
Casselberry, FL 32707

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

2005. 1065  
SEMINOLE CO. FLOR  
OFFICIAL RECORDS  
BOOK PAGE

**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 recepture 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 this day and year first above written.

[Signature]  
Witness  
Print Name: Donna J. Norris  
[Signature]  
Witness  
Print Name: Beth Anne Shaw

[Signature]  
Print Name: Troy W. Nelson  
[Signature]  
Print Name: Traci S. Nelson

3005  
1066  
SEMINOLE CO. FL  
OFFICIAL RECORDS  
BOOK PAGE

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30<sup>th</sup> day of October, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Troy W. Nelson and Traci S. Nelson, 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.

AFTER RECORDING, RETURN TO:  
Robert F. Heenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First Street  
Sanford, FL 32771

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



*Seminole County Homeownership Assistance Program*



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

**LOT 3, LAURELWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED  
IN PLAT BOOK 15 PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.**

**OFFICIAL RECORDS  
BOOK PAGE  
3005 1067  
SEMINOLE CO. FL.**

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Troy W. Nelson + Traci S. Nelson

Property Address: 2502 Sandalwood Dr. Fern Hill R 32726  
2502 Sandalwood Drive, Casselberry, FL 32726

This Agreement is entered into this 13 day of October, 1995 and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street Sanford, Florida, 32771 (hereinafter "COUNTY") and ICM, Inc. (hereinafter "HOMEBUYER").

WITNESSETH: Nelson

32730  
3005  
1058  
OFFICIAL RECORDS  
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SEMINOLE CO. FL.

1. USE OF HOME FUNDS

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

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as SHIP/REATER and meet the requirements as set forth in 24 CFR Part 82 as amended or waived by HUD.

2. AFFORDABILITY

\*SEMINOLE COUNTY CHAMBER OF COMMERCE

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 \$3000.00 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 82 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/hers/their principal residence and that, at the time of application and approval, his/hers/their actual 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%) (100% when used with SHIP funds) of the median sales price of the area. The COUNTY through, \* has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

\*GREATER SEMINOLE COUNTY CHAMBER OF COMMERCE



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 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 82 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing  Applicable  Not Applicable (one unit)
- b) Environmental review  Applicable  Not Applicable
- c) Displacement, relocation and acquisition
  - Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
  - Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance on the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/associated ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
  - Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
  - Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12872 - 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

SEMINOLE CO. FL. 3005 1069 OFFICIAL RECORDS BOOK PAGE

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

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

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 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 trust, partnership, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

3095 1070  
SEMINOLE COUNTY  
OFFICIAL RECORDS  
BOOK PAGE

WITNESS:  
Manuel V. Mantaric

SEMINOLE COUNTY, FLORIDA  
Ron H. Rasun  
RON H. RASUN, County Manager

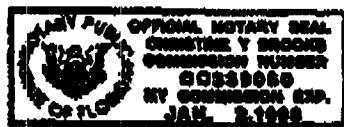
WITNESSES  
Steph J. Camp  
Christine Y. Brooks  
CHRISTINE Y. BROOKS

Date: \_\_\_\_\_  
HOMEBUYER  
Troy W. Nelson  
Traci S. Nelson  
Date: 10-18-98

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 18th day of October, 1998, by TROY W. NELSON & TRACI S. NELSON, who is personally known to me or who has produced a VALID DRIVERS LICENSE as identification.

Christine Y. Brooks  
Print Name CHRISTINE Y. BROOKS



Notary Public in and for the County and State Aforementioned.

My commission expires: 1-2-99

PREPARED BY:  
Elaine L. Barlow, SHIP Funds Coord.  
c/o Greater Seminole County Chamber of Commerce  
4590 S. Hwy 17-92, Casselberry, FL 32707

AFTER RECORDING, RETURN TO:  
Robert F. Heenan, Program Monitor  
c/o Seminole County Govt. Serv. Bldg.  
1101 East First Street  
Sanford, FL 32771

F:\mpc\lhamer\pgrm

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **21<sup>st</sup>** day of **February, 1997** from **Victoria Minish**, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand-Five Hundred Dollars and no 00/100th (\$3,500.00)** which mortgage is recorded in Official Records **Book 3201, Page 1012**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand-Five Hundred Dollars and no 00/100, (\$3,500.00)** secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_\_ day of **November**, 2002.

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 Commissioners  
at their \_\_\_\_\_,  
2002, regular meeting.

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

Annie  
fx 665-7366  
ph 665-7384

20 F 12

MARYANNE MORSE  
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

019684

97 FEB 11 AM 10:48

7/1/02

Seminole County Homeownership Assistance Program



### Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 21ST day of FEBRUARY 1997 by and between Victoria S. Minich, ONE A SINGLE PERSON 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, their legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes hereon 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 conveys sells alien's premises, conveys and conveys 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 and clear of all encumbrances except

A valid purchase money First Mortgage approved by Mortgagee

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

This instrument was prepared by and Return To:  
Elaine L. Barlow, SHIP Program Coor.  
Seminole County Chamber of Commerce  
4590 South Highway 17-32  
Geese Landing, FL 32707

3201/1009

30 F 12

OFFICIAL RECORD  
BOOK 327 PAGE 1000  
SEMIHOLE CO. FL



Seminole County Homeownership Assistance Program



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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage or error to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property to permit, prevent 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 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 "E" no payments shall be required on the Second Mortgage as long as the land remains

4 of 72

3201/1009

OFFICIAL RECORDS

3201 1009

SEMINOLE CO. FL

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable)   x   ten (10) years,            twenty (20) years or            thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN   x   TEN (10) YEARS,            TWENTY (20) YEARS OR            THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of ~~three thousand five hundred~~            dollars (\$3,500.00) to Mortgagee in full less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Print Name: Victoria S. Minich  
Victoria S. Minich

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

579 Northbridge Dr., Altamonte Springs, FL \_\_\_\_\_

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

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

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

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

56 P 12

OFFICIAL RECORDS

3201 1010

SEMINOLE CO. FL



*Seminole County Homeownership Assistance Program*

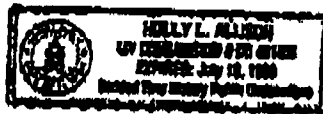
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21ST day of FEBRUARY, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared VICTORIA S. WENISH 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 A DRIVERS LICENSE as identification and who did so take an oath.

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

*Holly L. Allison*

Name, HOLLY L. ALLISON  
Notary Public  
Serial Number  
Commission Expires



60 F J2

3201/1011  
OFFICIAL RECORDS  
ROOM



3201 1011

SEMINOLE CO. FL



*Seminole County Homeownership Assistance Program*

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 40, NORTHRIDGE AT COUNTRY CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 90 - 92, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



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3201/1012  
OFFICIAL RECORDS  
ROOM

3271 1012

SEMINOLE CO. FL



Seminole County Homeownership Assistance Program

**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida or order, the manner hereinafter specified, the sum of three thousand five hundred (\$3,500.00) The said principal shall be payable in lawful money of the United States of America to the County at 101 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 First financing, beginning on the date of execution of the Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

**DEFAULT**

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

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3201/1013

OFFICIAL RECORDS  
ROOM

3201 1013

SEMINOLE CO



**Seminole County Homeownership Assistance Program**

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

This instrument was prepared by and return to:  
Elaine L. Barlow, Staff Program Coord  
Seminole County Chamber of Commerce  
3590 South Highway 17-92  
Casselberry, FL 32707

- 1 The sale, transfer or refinancing of the subject home and real property within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors
- 2 Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage
- 3 The destruction or abandonment of the home or the subject property by maker or maker's successor
- 4 Failure to pay applicable property taxes on subject property and other amounts
- 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

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

9.7.12

OFFICIAL: [unclear]

3201 1014

W/NOTE

Seminole County Homeownership Assistance Program



Each person liable herein whether maker or guarantor 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 in any event by this Note or default hereunder or under said Mortgage, and to execute and to authorize to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder" "maker" or "guarantor" shall be construed in the singular or plural as the context may require or demand.

In the event of foreclosure, the holder shall have the right to sell the property.

IN WITNESS WHEREOF the said Maker(s) and Guarantor(s) have hereunto set their hands and the seal of the County of Seminole, Florida, this 21st day of February, 2012.

Name: Victoria S. Minish  
Address: 579 Northridge Dr., Altamonte Springs, FL 32714

Witness Name: Holly L. Allison

Witness Name: Annette Nunks

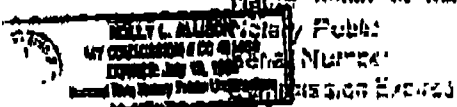
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on the 21ST day of FEBRUARY, 2012, before me, an officer duly authorized in the State of Florida and in the County of Seminole, to take acknowledgments, personally appeared VICTORIA S. MINISH, who executed the foregoing instrument and who acknowledge before me that she executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did not take an oath.

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

Holly L. Allison

Name: HOLLY L. ALLISON



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OFFICIAL RECORDS  
ROOM

3201 1015  
SEMINOLE COUNTY

SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): VICTORIA B. MINISI

Property Address: 579 HORTHBRIDGE DRIVE 579 Northbridge DR

ALAMONTE SPRINGS, FL 32716 ALAMONTE SPRINGS FL 32716

This Agreement is entered into this 10 day of 10 by and between  
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,  
Sanford, Florida, 32771 (hereinafter "COUNTY") and  
VICTORIA B. MINISI (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

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

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 82 as amended or waived by HUD.

2. AFFORDABILITY

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

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 15,000 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 82 Subpart F, as follows:

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

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

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners

40-616C A107.3 Surcs 200  
Altamonte Springs, FL 32714

110 F 12

OFFICIAL RECORDS  
797

3201 10/6

EM'NOLE CO

6 HOUSING AND QUALITY STANDARDS

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

7 OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 82 Subpart H. The regulations are provided below. Applicable regulations are so noted.

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

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 82 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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120F12

OFFICIAL RECORDS  
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3201 10/7

3 ENFORCEMENT OF THE AGREEMENT

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

4. DURATION OF THE AGREEMENT

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

5. OTHER PROVISIONS

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

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

SEMINOLE COUNTY, FLORIDA

[Signature]  
MARY B. KATZ - Notary Public

Date: 2/12/97

WITNESS:

MaryAnn Manjaros

WITNESSES

Mary Kay  
Nancy Annson

HOMEBUYER

Victoria S. Murish

Date: 1-28-97

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

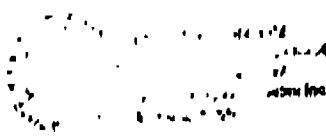
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January 1997, by Victoria S. Murish, who is personally known to me or who has produced driver's license as identification.

Lauri S. Robinson

Print Name Lauri S. Robinson

Notary Public in and for the County and State Aforementioned.

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



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 30<sup>th</sup> day of May, 1997 from Thomas H. Goings, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand-Fifty Dollars and no 00/100th (\$3,050.00) which mortgage is recorded in Official Records Book 3259, Page 0627, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand-Fifty Dollars and no 00/100, (\$3,050.00) secured to Mortgagor the aforementioned sum as (down payment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of November, 2002.

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 Commissioners  
at their \_\_\_\_\_,  
2002, regular meeting.

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

37  
500

Seminole County Homeownership Assistance Program



RETURN TO:  
SUNBELT TITLE AGENCY  
240 Crown Oak Center Drive  
Longwood, Florida 32750

**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of May 1997 by and between James H. Coombs Jr., a single and NA hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is: 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 2,650.00), 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 199.196(1)(d), FLORIDA STATUTES

This instrument was prepared by:

SHLP Homeownership Assistance Program  
of the Seminole County Clerk  
Office of Homelessness  
Sanford, FL 32771

**SHLP HOME Funds Coordinator**  
**SHLP HOME Funds Coordinator**

RECORDED & RETURNED TO  
SEMINOLE COUNTY CLERK  
669920

RECORDED & RETURNED TO  
SEMINOLE COUNTY CLERK  
669920

RECORDED & RETURNED TO  
SEMINOLE COUNTY CLERK  
669920

ORIGINAL RECORDS

248

- 665-7420  
Deane Newford



Seminole County Home-ownership Assistance Program



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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

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

3259 0622  
ORIGINAL RECORDS  
SEMINOLE CO, FL

3259/0622

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) X ten (10) years, \_\_\_\_\_ twenty (20) years or \_\_\_\_\_ thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TEN (10) YEARS, \_\_\_\_\_ TWENTY (20) YEARS OR \_\_\_\_\_ THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three thousand and fifty and 00/100 (\$3,050.00) 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.

Deborah Y. Holland  
Print Name: DEBORAH Y. HOLLAND

Thomas W. Ginn Jr.  
Print Name: Thomas W. Ginn Jr.

Rhonda K. Hodden  
Print Name: Rhonda K. Hodden

111 Seminole Blvd. Jacksonville, FL 32230  
Print Name: \_\_\_\_\_

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

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

ORIGINAL RECORDS  
BOOK 800  
3759 0623  
SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of Nov, 2002  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Thomas H. Gotsch Jr.  
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 Photo Identification as identification and who did/  
did not take an oath.

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

*CJ [Signature]*

Name:  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL RECORDS  
BOOK  
9259 0624  
SEMINOLE CO. FL

*Seminole County Homeownership Assistance Program*



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

OFFICIAL RECORDS  
BOOK 3259 PAGE 0625  
SEMINOLE CO. FL

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**Schedule A**

**Lot 7, Block A, TOWN VILLAGE, according to the plat thereof as recorded in Plat Book 11, page 22, Public Records of Seminole County, Florida.**

**OFFICIAL RECORDS  
BOOK 3259 PAGE 0626  
SEMINOLE CO. FL**

**File No: 20-95949-08**

*Seminole County Homeownership Assistance Program*



**EXHIBIT "B"  
SECOND MORTGAGE NOTE**

AMOUNT: \$3,050.00

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 Fifty and no/100 (\$3,050.00)~~ three thousand and Fifty and no/100 (\$3,050.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 West Kirk Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

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

3259 0627  
SEMINOLE CO. FL  
BOOK  
#2174172

3259/0627

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

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

**DEFAULT**

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

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

**Seminole County Homeownership Assistance Program**



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.189(1)(d), FLORIDA STATUTES

~~THOMAS L. BROWN~~  
~~S.U.P./HOME Funds Coordinator~~  
This instrument was prepared by:

~~THOMAS L. BROWN~~  
~~of the State Bar of Florida~~  
~~County of Seminole~~  
~~State of Florida~~

**S. H. I. P./HOME Funds Coordinator**

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

3259 0628  
OFFICIAL RECORDS  
SEMINOLE CO, FL

**CONSEQUENCE OF DEFAULT**

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

**MISCELLANEOUS PROVISIONS**

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

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

THOMAS L. BROWN

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 Mortgagee has hereunto signed and sealed these presents the day and year first above written.

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

Thomas E. Goings Jr.  
Print Name: Thomas E. Goings Jr.

C.S. STEWART  
Print Name: \_\_\_\_\_

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

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

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

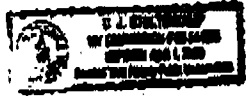
DEBORAH Y. HOLLAND  
Print Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 30th day of Nov, 1902, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Thomas E. Goings Jr. 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 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: \_\_\_\_\_

222 Temple Ave  
Fern Park  
FL  
32730

3259 0629  
SEMINOLE CO, FL  
OFFICIAL RECEIPTS  
BOOK



October 9, 2002

Seminole County  
1101 East First Street  
Sanford, FL 32771

RE: OUR FILE NO.: 1102284  
BORROWERS: Thomas Goings  
PROPERTY ADDRESS: 222 Temple Ave. Casselberry, FL 32730  
ACCOUNT NUMBER:

Gentlemen:

The referenced property is being sold and the mortgage which you hold and/or service is to be satisfied immediately thereafter.

Please provide our office as soon as possible **via fax**, Fax Number (386)774-5282 with the amount required to pay the above referenced mortgage loan in full as of October 31, 2002, together with the **per diem** interest to be charged thereafter and the amount of the escrow balance

UNLESS YOU OTHERWISE INDICATE, WE WILL PROCEED ON THE BASIS THAT THE PAYOFF FIGURE GIVEN DOES NOT TAKE INTO CONSIDERATION THE ESCROW BALANCE, BUT THAT IT DOES TAKE INTO CONSIDERATION THE PREPAYMENT PENALTY, IF ANY.

Please fax the payoff statement to my attention, following up with hard copy via mail. Thank you in advance for your prompt cooperation.

Very Truly,

Amy Kubusheski  
Pre-Closer

Approved by: *C. S. St. Legerkamp*  
 RETURN TO:  
 SUNBELT TITLE AGENCY  
 240 Crown Oak Centre Drive  
 Longwood, Florida 32750  
 407-352-4475  
 110-110475  
 12/2002

SEMINOLE COUNTY  
 HOME PROGRAM  
 HOMEBUYER PROGRAM ASSISTANT AGREEMENT

Applicant: THOMAS H. GOINGS, Jr., a single man  
 222 Thymale Avenue  
 Fern Park, FL 32730  
 Property Address:

This Agreement is entered into this 30th day of NOV, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East West Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Thomas H. Goings, Jr., a single man (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Miscellaneous 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 administering organization hereby known as Seminole County Chapter of Consumers and subject to the requirements set forth in 24 CFR Part 92 as amended or revised by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposition of the assisted unit (or, including but not limited to, sub. 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 \$3,050.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposition of the assisted unit (or, including but not limited to, sub. 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 participant or care recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subject 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%) (95% when used with SHIP funds) of the median sales price of the area. The COUNTY through Seminole County Chapter of Consumers has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding. The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

RECORDED & VERIFIED  
 06821  
 3 5 9 0630  
 SEMINOLE CO. FL

OFFICIAL RECORDS

*8700*

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 5 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 lending.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 62 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing  Applicable  Not Applicable (one unit)
- b) Environmental review  Applicable  Not Applicable
- c) Displacement, relocation and acquisition

Not Applicable (activity limited to displacement, 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 in development, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/issued ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

Applicable (Home built prior to 1978. Lead-based paint notice has been provided and ink included for lead-based paint existence.)

Not Applicable (Ink built during or after 1978.)

- e) Conflict of interest - no conflict found
- f) Debarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

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

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

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

10. REQUESTS FOR DISBURSEMENT OF FUNDS

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

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

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

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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

OFFICIAL RECORDS  
BOOK  
3259 0631  
SEMINOLE CO, FL

3. ENFORCEMENT OF T. ... 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 construed a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

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

5. OTHER PROVISIONS

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

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

SEMINOLE COUNTY, FLORIDA

WITNESSES:

Mary Vera Montagna  
Mary Vera Acvitzari

[Signature]  
Date: 5/27/97

WITNESSES

[Signature]  
Christine F. Books

HOMEBUYER  
Thomas H. Coings, Jr.  
Date: 4/25/97  
222 Maple Ave.  
Sevillian, FL 32733

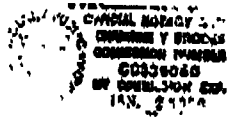
NOTARY AS TO HOMEBUYER(S):  
STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 25th day of April, 1997, by Thomas H. Coings, Jr. who is personally known to me or who has produced a satisfactory identification.

[Signature]  
Print Name: CHRISTINE F. BOOKS

Notary Public in and for the County and State Aforementioned.

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



OFFICIAL RECORDS  
BOOK 3259 0632  
SEMINOLE CO., FL