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# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage
DEPARTMENT: Community Services DIVISION: Community Assistance
AUTHORIZED BY: David Medley, Ph.D. CONTACT: David Medley EXT. 2381  Director
Agenda Date 12/12/2006 Regular Consent Work Session Briefing Public Hearing – 1:30 Public Hearing – 7:00

### **MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

## County-Wide

#### **BACKGROUND:**

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County.

These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their homes within the affordability period and repaid their mortgages, resulting in \$117,066.69 being returned to the Affordable Housing Trust Fund:

#### <u>Name</u>

## Angel G. Bezares and Ruth Jael Bezares James F. Bowden

Josefa R. Delgado Miriam Espino

James R. Holliday and LaSonjia Holliday

Kenneth L. Jones

#### Parcel I.D. Number

16-21-30-513-0A00-0300 09-21-31-513-0000-0020 15-21-29-510-1000-0020 13-20-30-505-0000-0110 23-21-31-5JK-0000-0280 32-19-31-514-0000-0280 Reviewed by Co Atty: DFS: Other: DCM: CM:

File No.ccscacd05

Magda Enid Medina Ronald J. Moon and Sandra L. Moon Marbel Osorio

06-20-31-505-0E00-0190 32-20-30-506-0900-0070 03-21-29-509-0000-0220

Total Reimbursed \$117,066.69

Attachments: Satisfactions of Second Mortgages

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated March 2, 2005 and recorded in Official Records Book 5642, Pages 82 through and including 86, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated March 2, 2005 and recorded in the Official Records Book 5642, Pages 87 through and including 90, Public Records of Seminole County, Florida, which encumbered the property located at 708 Wilshire Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 30, BLOCK A, SUMMERSET NORTH SECTION 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 76 AND 77 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 16-21-30-513-0A00-0300

(the "Property,") were made by **Angel G. Bezares and Ruth Jael Bezares**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND TEN AND NO/100 DOLLARS (\$20,010.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 29, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

<pre>IN WITNESS WHEREOF, Se be executed this day of</pre>	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of	CARLTON HENLEY, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk 10/11/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated December 21, 1995 and recorded in Official Records Book 3012, Pages 0901 through and including 0905, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 21, 1995 and recorded in the Official Records Book 3012, Pages 0906 through and including 0908, Public Records of Seminole County, Florida, which encumbered the property located at 892 Pecan Court, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

THE EAST ONE HALF (1/2) OF LOT 2, OAK HILL VILLAS, PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGE 18 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

LOT 2B, OAK HILL VILLAS, PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 41, PAGE 18 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 09-21-31-513-0000-0020

(the "Property,") were made by James F. Bowden, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owner has refinanced the Property within the thirty (30) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 25, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Semin be executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:CARLTON HENLEY, Chairman
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
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County Attorney AS/lpk	

9/28/06

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated July 22, 2002 and recorded in Official Records Book 04478, Pages 0502 through and including 0505, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FIVE HUNDRED SIXTEEN AND 69/100 DOLLARS (\$9,516.69) (the "Note"), dated July 22, 2002 and recorded in the Official Records Book 04478, Pages 0506 through and including 0508, Public Records of Seminole County, Florida, which encumbered the property located at 511 Auburn Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 10 OF WEATHERSFIELD FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 AND 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 15-21-29-510-1000-0020

(the "Property,") were made by **Josefa R. Delgado**, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, the Owner has refinanced the Property within the five (5) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND FIVE HUNDRED SIXTEEN AND 69/100 DOLLARS (\$9,516.69), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 29, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminate be executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	

10/10/06

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated November 13, 2001 and recorded in Official Records Book 04332, Pages 1686 through and including 1689 and Page 1693, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) (the "Note"), dated December 13, 2001 and recorded in the Official Records Book 04332, Pages 1690 through and including 1692, Public Records of Seminole County, Florida, which encumbered the property located at 852 Crows Bluff Lane, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 11, SANFORD PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 33, 34 AND 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 13-20-30-505-0000-0110

(the "Property,") were made by **Miriam Espino**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND TEN AND NO/100 DOLLARS (\$25,010.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 3, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, See be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	CARLTON HENLEY, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 10/10/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated December 5, 1994 and recorded in Official Records Book 2857, Pages 0174 through and including 0177, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 5, 1994 and recorded in the Official Records Book 2857, Pages 0178 through and including 0180, Public Records of Seminole County, Florida, which encumbered the property located at 1012 Whittier Circle, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 28, ALAFAYA WOODS PHASE V, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 62, 63 AND 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 23-21-31-5JK-0000-0280

(the "Property,") were made by James R. Holliday and LaSonjia Holliday, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, the Owners have refinanced the Property within the thirty (30) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 22, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminary be executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	CARLTON HENLEY, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk	
9/28/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated October 2, 2002 and recorded in Official Records Book 04559, Pages 0386 through and including 0389, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated October 2, 2002 and recorded in the Official Records Book 04559, Pages 0390 through and including 0392, Public Records of Seminole County, Florida, which encumbered the property located at 2509 Daffadil Terrace, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 28, PALM POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69 THROUGH 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-514-0000-0280

(the "Property,") were made by **Kenneth L. Jones**, an unmarried man, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,0000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 29, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, S be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 10/10/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated July 28, 2004 and recorded in Official Records Book 5429, Pages 629 through and including 633, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 28, 2004 and recorded in the Official Records Book 5429, Pages 634 through and including 637, Public Records of Seminole County, Florida, which encumbered the property located at 2834 Gale Place, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK E, WOODMERE PARK,  $2^{ND}$  REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-505-0E00-0190

(the "Property,") were made by **Magda Enid Medina**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 18, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminor be executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE	By: CARLTON HENLEY, Chairman
Clerk to the Board of	
County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk	
9/27/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated November 27, 1996 and recorded in Official Records Book 3165, Pages 0514 through and including 0518, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated November 22, 1996 and recorded in the Official Records Book 3165, Pages 0511 through and including 0513, Public Records of Seminole County, Florida, which encumbered the property located at 147 13<sup>th</sup> Avenue, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOTS 7 AND 8 (LESS THE EAST 20 FEET OF LOT 8), BLOCK 9, ENTZMINGER ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-20-30-506-0900-0070

(the "Property,") were made by **Ronald J. Moon and Sandra L. Moon**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, the Owners have refinanced the Property within the thirty (30) year period; and

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND TEN AND NO/100 DOLLARS (\$3,010.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 29, 2006, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

<pre>IN WITNESS WHEREOF, Sem: be executed this day of</pre>	inole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	CARLTON HENLEY, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk 10/11/06	

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

#### SATISFACTION OF MORTGAGE AND NOTE AND AGREEMENT

#### Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated April 25, 1997 and recorded in Official Records Book 3238, Pages 0314 through and including 0318, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 25, 1997 and recorded in the Official Records Book 3238, Pages 0319 through and including 0321, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 11, 1997, recorded in Official Records Book 3238, pages 0322 through and including 0324, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 125 Gum Street, Altamonte 32714, the description and Springs, Florida legal identification for which are as follows:

LOT 22, SANLANDO ESTATES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 03-21-29-509-0000-0220

(the "Property,") were made by Marbel Osorio, a single woman, the "Owner" of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note and Agreement; and

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

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the amounts due and owing under the Mortgage, Note and Agreement has been paid to Seminole County; and

WHEREAS, a request has been made that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement, as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED TEN AND NO/100 DOLLARS (\$3,510.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 31, 2006, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, the Note, the Agreement, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	

9/13/06