

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage

DEPARTMENT: Planning & Development DIVISION: Community Resources

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

Agenda Date	<u>12/20/2005</u>	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

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

County-Wide

BACKGROUND:

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$34,295.00 have been made to the Housing Trust Fund.

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
Jacqueline Byrd	31-19-31-524-1400-0020
John F Cassidy, III and Kimberly S Cassidy	21-21-32-5CF-1400-0060
Ronnie Joe Horn and Judy Ann Crawford	01-20-30-505-0000-0230
Eddie L Day and Terry L Day	31-19-31-524-0600-0170
Pamela D. Keller	34-21-30-503-1300-0330

Staff Recommendation:

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

Attachments: Satisfactions of Second Mortgage

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

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 30, 2001, and recorded in Official Records Book 04305, Pages 0857 through and including 0861, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated November 30, 2001, and recorded in the Official Records Book 04305, Pages 0862 through and including 0864, Public Records of Seminole County, Florida, which encumbered the property located at 2403 Decottes Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 18 FEET OF LOT 2, ALL OF LOT 3 AND THE NORTH 18 FEET OF LOT 4, BLOCK 14, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 92, 93, AND 94 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-524-1400-0020

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

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

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

WHEREAS, 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 FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 5, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
10/13/05
satisfaction-Jacqueline Byrd

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 26, 2003, and recorded in Official Records Book 5126, Pages 354 through and including 357, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated November 26, 2003, and recorded in the Official Records Book 5126, Pages 358 through and including 360, Public Records of Seminole County, Florida, which encumbered the property located at 120 E. 1st Street, Chuluota, Florida 32766, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK 14, NORTH CHULUOTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 54-58 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 21-21-32-5CF-1400-0060

(the "Property,") were made by **John F. Cassidy, III and Kimberly S. Cassidy**, a married couple, (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 five (5) 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 five (5) 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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about November 30, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2005.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AS/lpk
10/18/05
satisfaction-Cassidy

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 5, 2002, and recorded in Official Records Book 04435, Pages 1697 through and including 1700, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$9,295.00) (the "Note"), dated June 5, 2002, and recorded in the Official Records Book 04435, Pages 1701 through and including 1703, Public Records of Seminole County, Florida, which encumbered the property located at 2627 S. Laurel Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 23, PINECREST HEIGHTS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 77 AND 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 01-20-30-505-0000-0230

(the "Property,") were made by **Ronnie Joe Horn and Judy Ann Crawford**, (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 five (5) 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 five (5) 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 NINE THOUSAND TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$9,295.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 3, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2005.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AS/lpk
10/18/05
satisfaction-Horn Crawford

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 7, 2003, and recorded in Official Records Book 04751, Pages 0886 through and including 0889, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 7, 2003, and recorded in the Official Records Book 04751, Pages 0890 through and including 0892, Public Records of Seminole County, Florida, which encumbered the property located at 2422 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

SOUTH 44 FEET OF LOT 17 AND THE NORTH 33 FEET OF LOT 18,
BLOCK 6, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 4, PAGES 92, 93, AND 94 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-524-0600-0170

(the "Property,") were made by **Eddie L. Day and Terry L. Day**, 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 five (5) 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 five (5) 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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 28, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AS/lpk
10/13/05
satisfaction-Day

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance Mortgage (the "Mortgage") dated September 30, 1999, and recorded in Official Records Book 3733, Pages 1423 through and including 1427, Public Records of Seminole County, Florida, and a Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated September 30, 1999, and recorded in the Official Records Book 3733, Pages 1428 through and including 1430, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 9, 1999, recorded in Official Records Book 3733, Pages 1431 through and including 1433, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1300 Peruvian Lane, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 33, BLOCK 13, EASTBROOK SUBDIVISION UNIT NO. SIX, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 12, AT PAGES 88 AND 89 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-21-30-503-1300-0330

(the "Property,") were made by Pamela D. Keller, 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, 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 and the Note; and

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

WHEREAS, the Owner did maintain the Property as her residence for at least six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
11/4/05
satisfaction-Pamela Keller