Item # 24

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage (14)

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

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

Agenda Date 05/11/2004 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

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

BACKGROUND:

On March 1, 2000 Seminole County assisted Robert Woods with down payment assistance in the amount of $3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On July 21, 2003 Seminole County assisted Debra Eason with emergency repair assistance in the amount of $3,436.25 to repair her home. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On September 25, 1997 Seminole County assisted Gladys Rodriguez 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 Gladys Rodriguez resided in the house for a ten year period. However, Gladys Rodriguez 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. Gladys Rodriguez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Gladys Rodriguez .

Reviewed by:
Co Atty
DFS:
Other: CIC
DCM:
CM:

File No. –cpdc01

On June 19, 1998 Seminole County assisted Calvin Davis and Kimberly Davis with down payment assistance in the amount of $10,000.00 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 Calvin Davis and Kimberly Davis resided in there house for a ten year period. However, Calvin Davis and Kimberly Davis breached the mortgage agreement by selling 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. Calvin Davis and Kimberly Davis did reside in the house for at least five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Calvin Davis and Kimberly Davis.

On February 4, 1994 Seminole County assisted Sonia L. Mincey with down payment assistance in the amount of $3,000.00 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 Sonia L. Mincey resided in the house for a twenty year period. However, Sonia L. Mincey breached the mortgage agreement by applying to refinance her home prior to this twenty 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. Sonia L. Mincey did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Sonia L. Mincey.

On October 11, 1996 Seminole County assisted Joseph Phipps and Joann Phipps 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 Joseph Phipps and Joann Phipps resided in the house for a twenty year period. However, Joseph Phipps and Joann Phipps breached the mortgage agreement by selling their home prior to this twenty 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. Joseph Phipps and Joann Phipps did reside in the house for more that five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Joseph Phipps and Joann Phipps.

On April 29, 1996 Seminole County assisted Ramon Ojeda with down payment assistance in the amount of $3,200.00 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 Ramon Ojeda resided in the house for a thirty year period. However, Ramon Ojeda 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. Ramon Ojeda did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Ramon Ojeda.

On March 12, 1998 Seminole County assisted Hortensia R. Pasos 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 Hortensia R. Pasos resided in the house for a ten year period. However, Hortensia R. Pasos breached the mortgage agreement by applying to refinace 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. Hortensia R. Pasos did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Hortensia R. Pasos.

On April 30, 1996 Seminole County assisted Juanita DeBose and James DeBose 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 Juanita DeBose and James DeBose resided in the house for a twenty year period. However, Juanita DeBose and James DeBose breached the mortgage agreement by applying to refinance their home prior to this twenty 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. Juanita DeBose and James DeBose did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Juanita DeBose and James DeBose.

On May 30, 1997 Seminole County assisted Patti Graham with down payment assistance in the amount of $3,100.00 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 Patti Graham resided in the house for a ten year period. However, Patti Graham 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. Patti Graham did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Patti Graham.

On September 12, 1997 Seminole County assisted Tracy Davis with down payment assistance in the amount of $3,000.00 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 Tracy Davis resided in the house for a ten year period. However, Tracy Davis breached the mortgage agreement by 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. Tracy Davis did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Tracy Davis.

On November 13, 1997 Seminole County assisted Susan Holt 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 Susan Holt resided in the house for a ten year period. However, Susan Holt 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. Susan Holt did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Susan Holt.

On November 22, 1995 Seminole County assisted Cheryl L. Veino with down payment assistance in the amount of $3,000.00 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 Cheryl L. Veino resided in the house for a twenty

year period. However, Cheryl L. Veino breached the mortgage agreement by applying to refinance their home prior to this twenty 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. Cheryl L. Veino did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Cheryl L. Veino.

On July 15, 1996 Seminole County assisted Bryan G. Learned and Trisha R. Learned with down payment assistance in the amount of $9,093.76 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 Bryan G. Learned and Trisha R. Learned resided in the house for a thirty year period. However, Bryan G. Learned and Trisha R. Learned 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. Bryan G. Learned and Trisha R. Learned did reside in the house for more than five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Bryan G. Learned and Trisha R. Learned.

Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the units to remove the now satisfied liens.

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 March 1, 2000, and recorded in Official Records Book 3856, Pages 1166 through and including 1170, 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"), executed on February 1, 2000 and recorded in the Official Records Book 3856, Pages 1171 through and including 1173, Public Records of Seminole County, Florida, which encumbered the property located at 404 San Marcos Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 18, BLOCK 2, FAIRVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 30-19-31-516-0200-0180

(the "Property,") were made by Robert Woods, 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 his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

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

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

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

NOW THEREFORE, in consideration of the foregoing recitals and payment of the THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 2, 2004, 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, Seminole County has caused these presents to be executed this ___ day of _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
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.

_____
County Attorney
AWS/lpk
3/9/04
satisfaction-woods

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

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpyment assist - payment made.doc

Professional Title & Escrow, LLC

File : 2401011
Buyer : Robert . Woods
Seller :
Legal Description :
Property Address : 404 San Marcos Ave. Sanford, FL 32771
(105) Debt to Seminole County Government - $3,500.00

Colonial Bank, N.A.

2-674

Date
2/2/2004

02-04-04 10:29 IN

Payable to: Seminole County Government
SHIP Payoff Attn: Annie W. Knight

VOID VOID VOID

Professional Title & Escrow, LLC
Escrow Account
880 State Road 434 E
Longwood, FL 32750
(407) 830-6225

Colonial Bank, N.A.
Longwood, Florida 32750

2-674

Date
2/2/2004

PAY Pay Three Thousand Five Hundred and 00/100 Dollars $ ****$3,500.00

TO THE ORDER OF
Seminole County Government
SHIP Payoff Attn: Annie W. Knight
Mortgage Technical Specialist
1101 East 1st St. Suite 3301

Void after 90 days

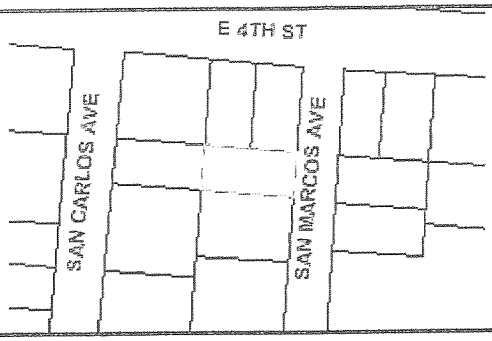
(105) Debt to Seminole County Government - $3,500.00
File : 2401011

⑈2674⑈ ⑆063113221⑆ 8030786316⑈

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506



GENERAL

Parcel Id: 30-19-31-516-0200-0180 **Tax District:** S1-SANFORD
Owner: WOODS ROBERT **Exemptions:** 00-HOMESTEAD
Address: 404 SAN MARCOS AVE
City,State,ZipCode: SANFORD FL 32771
Property Address: 404 SAN MARCOS AVE SANFORD 32771
Subdivision Name: FAIRVIEW
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$27,774
Depreciated EXFT Value:	$0
Land Value (Market):	$4,437
Land Value Ag:	$0
Just/Market Value:	$32,211
Assessed Value (SOH):	$29,878
Exempt Value:	$25,000
Taxable Value:	$4,878

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	03/2000	03856	1157	$20,000	Improved
WARRANTY DEED	03/2000	03856	1156	$20,000	Improved
ADMINISTRATIVE DEED	02/1998	03491	1109	$100	Improved
PROBATE RECORDS	05/1998	03427	1345	$100	Improved
WARRANTY DEED	01/1970	00769	0478	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$118
2003 Tax Bill Amount:	$90
Savings Due To SOH:	$28
2003 Taxable Value:	$4,321

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	51	110	.000	100.00	$4,437

LEGAL DESCRIPTION PLAT

LEG LOT 18 BLK 2 FAIRVIEW PB 4 PG 71

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1953	3	929	824	CONC BLOCK	$27,774	$40,399

Appendage / Sqft OPEN PORCH UNFINISHED / 105

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 1st day of MARCH 2000 by and between Robert Woods, a single person, Thereinafter 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 ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

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 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:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

RECORD AND RETURN TO:
UNIVERSAL LAND TITLE, INC.
580 EINSEAST RD., STE. 100
LAKE MARY, FL. 32746

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

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

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

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

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

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100($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.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

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

Print Name: MARK A. WRIGHT	Print Name: Robert Woods 404 SAN MARCOS AVENUE SANFORD, FL. 32771
Print Name: JOAN NUNES	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 1st day of January, 1999 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [illegible], 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.

Name: MARK A. WRIGHT
Notary Public
Serial Number CC824531
Commission Expires: 04/08/2003

SEMINOLE CO., FL
3856 1169
BOOK PAGE
OFFICIAL RECORDS

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 18, BLOCK 2, FAIRVIEW, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGE 71, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA

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 Sate of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars & 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 ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occure, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: SHERI WIGHT
220 N. WESTMONTE DR., STE#1974
ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

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

Each person liable hereon whether maker or enforcer, hereby waives persentment, 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.

3856 1173

SEMINOLE CO.,FL.

Print Name: MARK A. WRIGHT	Print Name: Robert Woods 404 SAN MARCOS AVENUE SANFORD, FL. 32771
Print Name: JOAN HUNES	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 1st day of FEBRUARY, ~~XXXX~~ 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT WOODS, A SINGLE PERSON 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.

Name: MARK A. WRIGHT
Notary Public
Serial Number CC824531
Commission Expires: 04/08/2003

Mark A Wright
MY COMMISSION # CC824531 EXPIRES
April 8, 2003
BONDED THRU TROY FAIN INSURANCE INC

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated July 21, 2003, and recorded in Official Records Book 4929, Pages 0841 through and including 0843, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED THIRTY-SIX AND 25/100 DOLLARS ($3,436.25) (the "Note"), dated July 21, 2003, and recorded in the Official Records Book 4929, Pages 844 and 845, Public Records of Seminole County, Florida, which encumbered the property located at 2412 Willow Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 45 AND THE NORTH 1/2 OF LOT 47 SANFO PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY

Parcel Identification Number: 31-19-31-520-0000-0450

(the "Property,") were made by Debra A. Eason, 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 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 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 THREE THOUSAND FOUR HUNDRED THIRTY-SIX AND 25/100 DOLLARS ($3,436.25), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 29, 2003, 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 _____, 2004.

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.

_____
County Attorney

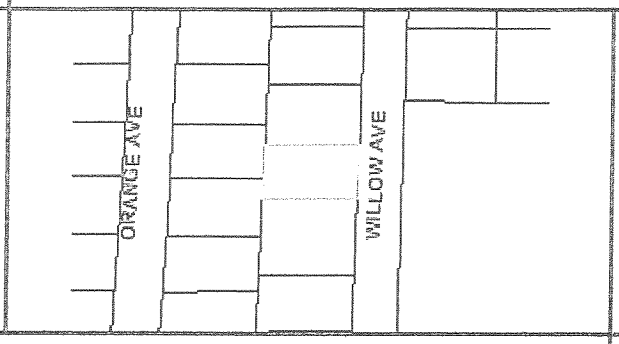
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

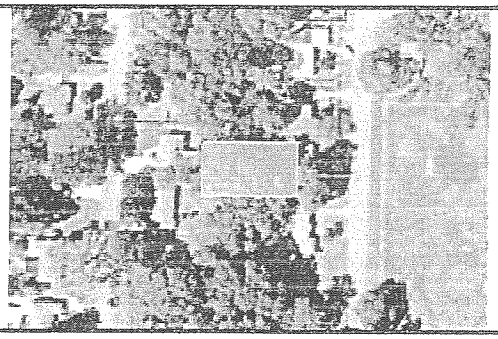
AWS/lpk
3/5/04
satisfaction-eason

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 31-19-31-520-0000-0450 **Tax District:** S1-SANFORD
Owner: EASON DEBRA A **Exemptions:** 00-HOMESTEAD
Address: 2412 WILLOW AVE
City,State,ZipCode: SANFORD FL 32771
Property Address: 2412 WILLOW AVE SANFORD 32771
Subdivision Name: SANFO PARK
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$43,104
Depreciated EXFT Value:	$0
Land Value (Market):	$11,400
Land Value Ag:	$0
Just/Market Value:	$54,504
Assessed Value (SOH):	$43,335
Exempt Value:	$25,000
Taxable Value:	$18,335

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	06/1996	03093	0439	$52,000	Improved
WARRANTY DEED	06/1983	01463	1452	$38,000	Improved
WARRANTY DEED	06/1980	01284	1923	$29,000	Improved
QUIT CLAIM DEED	02/1980	01265	1788	$100	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$632
2003 Tax Bill Amount:	$361
Savings Due To SOH:	$271
2003 Taxable Value:	$17,319

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	75	131	.000	160.00	$11,400

LEGAL DESCRIPTION

LEG LOT 45 + N 1/2 OF LOT 47 SANFO PARK PB 5 PG 62

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1952	3	1,379	924	CONC BLOCK	$43,104	$63,858

Appendage / Sqft	OPEN PORCH FINISHED / 18
Appendage / Sqft	ENCLOSED PORCH UNFINISHED / 220
Appendage / Sqft	UTILITY UNFINISHED / 55
Appendage / Sqft	SCREEN PORCH FINISHED / 162

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

01079900

Check Date	Description		AMOUNT
12/29/03	Payoff	$3,436.25	$3,436.25

Closing Date
12/22/03

File #: 03CR10291
2412 WILLOW AVE, SANFORD, FL 32771, SEMINOLE County

Creations Title Agency, LLC
ESCROW ACCOUNT
11595 North Meridian Street # 615
Carmel, IN 46032
317-815-8819

National City Bank
Indianapolis, IN
71-92/30

01079900

Date 12/29/03 AMOUNT $3,436.25

PAY *******Three Thousand Four Hundred Thirty-Six & 25/100 Dollars
TO THE ORDER OF Seminole County Community Develop

File #: 03CR10291
2412 WILLOW AVE, SANFORD, FL 32771, SEMINOLE County
Loan To: DEBRA A. EASON

Security Features Included. Details on back.

⑈01079900⑈ ⑆074000065⑆ 75804 7580⑈

SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 21st day of July, 2003,
between Debra A. Kuan, hereinafter referred to as "Owner," and Seminole County, a political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771 hereinafter "County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners for purposes of assisting said owners in the repair and rehabilitation of certain improvements (hereinafter sometimes referred to as "improvements") found upon such owned real property; said real property being located at: 2412 Willow Ave. Sanford, Florida 32771 And said property being legally described as: Parcel # 31-19-31-520-0000-0450 Lot 45 and the North ½ of Lot 47, Santa Park, according to the plat thereof as recorded in Plat Book 5, Page 62, of the Public Records of Seminole County Florida.

_____ or described in Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as specified on the Note accompanying this Mortgage so long as the Owner does not sell, convey, lease, or otherwise dispose of the rehabilitated improvements or the real property upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deferred loan, or benefit, the Owner agrees as follows:

1. A lien is hereby established in favor of the County to provide security for the amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made a part which becomes payable by the Owner, or the Owner's estate, personal representatives, heirs or devisees.

2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance

premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.

3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.

4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the un-forgiven amount of the original Promissory Note, plus the amount of all applicable modifications to that Note and this Mortgage, less payments made on the principal amount, if any.

5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the County.

6. All costs, including a reasonable attorney's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.

7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.

8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

FILE NUM 2003127511
OR BOOK 04929 PAGE 0243

Signature of Witness

Signature of Owner

Print name

Debra A Eason
Print name

Signature of Witness

Signature of Owner

Print name

Print name

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME personally appeared Debra A Eason to me well known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of July, 2003.

This Instrument prepared by and return to:

Meals On Wheels, Etc., Inc.
P O Box 151690 Altamonte Springs, Fl
32715-1690
Attn: Marci H. Carter

(Notary Signature)

NOTARY PUBLIC

State of Florida at Large
MyCommissionexpires 7-21-07

Seal

Marci H Carter
My Commission DD111624
Expires July 21, 2007

FILE NUM 2003127519
OR BOOK 04269 PAGE 0044

SHIP Deferred Payment Promissory Note

NAME: Ernest Delmi

Date: 7-21-03

AMOUNT: $ 9,425.25

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminole County SHIP Program, 1101 E. First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of Dollars Thousand Four Hundred Twenty Six and 25/100 $9,426.25 Payment of the principal amount of the Note is deferred while the maker signed remains the legal owner and resides at the noted property. Transfer of Ownership or loss of residence shall constitute default of the deferment and will cause this note to become due and payable in accordance with the following schedule:

1. Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement....100% of the principal amount of this Note must be repaid.

2. Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.

3. Voluntary divestment or coverage during the third (3rd) year from the date of execution of this Agreement....60% of the principal amount of this Note must be repaid.

4. Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement....40% of the principal amount of this Note must be repaid.

5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.

6. Voluntary divestment or coverage during the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

FILE NUM 2003127511
OR BOOK 04952 PAGE 0045

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party) hereunto set his hand and seal this day and year first above written.

ATTEST:

Signature of Witness — Signature of Owner

Marie L. Randolph — Debra Eason
Print Name — Print Name

Signature of Witness — Signature of Owner

Print Name — Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME personally appeared Debra A Eason to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Debra A Eason executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of July, 2003.

Marci U Carter
(Notary Signature)

This Instrument prepared by and return to:
Marci Carter

NOTARY PUBLIC
State of Florida at Large
My Commission expires 7-21-07
Seal

Marci U. Carter
My Commission DD201555
Expires July 21, 2007

[illegible]
P.O. Box [illegible]
Altamonte Springs, FL [illegible]

[illegible]

BORROWER'S SIGNATURE AUTHORIZATION

Debra Eldon	Oak Street Mortgage LLC 11575 N. Meridian St., Ste 400 Carmel, In. 46032

I hereby authorize

("lender"), its agents or assigns, to verify my past and present employment earnings records, bank accounts, stock holdings, and any other assets needed to process my loan application.

I further authorize lender to order a consumer credit report and verify other credit information, including past and present mortgage references, and any other liability information.

It is understood a photostatic copy of this form will also serve as authorization.

The information the lender obtains is to be used in the processing of my mortgage loan application. This information may also be obtained in conjunction with a quality control review of the file after the loan has closed.

Borrower: Debra A. Eldon Date: 12-09-03

Social Security Number: 361-52-1676

Co-Borrower: Date:

Social Security Number:

PRIVACY ACT NOTICE: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et seq., or 7 USC, 1921 et seq. (if USDA/ FmHA).

HUD/FHA LOANS

NOTICE TO BORROWER: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by the institution to another Government Agency or Department without your consent except as required or permitted by law.

STANDARD FORM 1 (Rev. 10-83)

To order call 1-800-874-7979 or FAX 301-386-6172 STANDARD FORM 1

TOTAL P.02

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 September 25, 1997, and recorded in Official Records Book 3308, Pages 2005 through and including 2009, 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)("Note"), dated September 25, 1997, and recorded in the Official Records Book 3308, Pages 2010 through and including 2012, Public Records of Seminole County, Florida, which encumbered the property located at 445 Hemlock Street, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 88, OAKLAND VILLAGE, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-21-29-513-0000-0880

(the "Property,") were made by Gladys Rodriguez, 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 did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

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

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete 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 and 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 _____, 2004.

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.

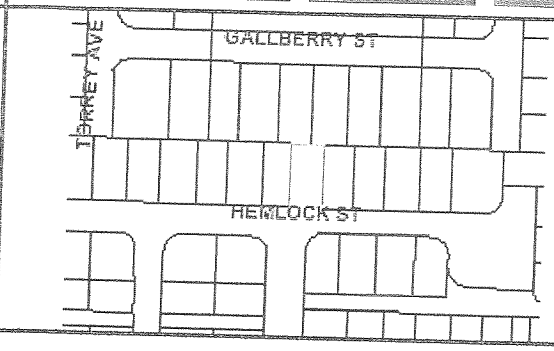
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

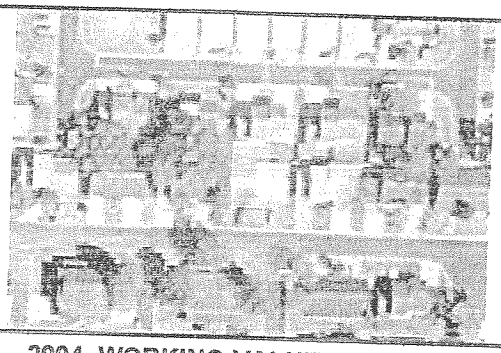
_____
County Attorney
AWS/lpk
3/9/04
satisfaction-rodriguez

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP. | TAX ROLL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford Fl. 32771
407-665-7506





GENERAL

Parcel Id: 10-21-29-513-0000-0880 **Tax District:** A2-ALTREDVDST
Owner: RODRIGUEZ GLADYS **Exemptions:** 00-HOMESTEAD
Address: 445 HEMLOCK ST
City,State,ZipCode: ALTAMONTE SPRINGS FL 32714
Property Address: 445 HEMLOCK ST ALTAMONTE SPRINGS 32714
Subdivision Name: OAKLAND VILLAGE SEC 2
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$59,454
Depreciated EXFT Value:	$0
Land Value (Market):	$12,000
Land Value Ag:	$0
Just/Market Value:	$71,454
Assessed Value (SOH):	$49,387
Exempt Value:	$25,000
Taxable Value:	$24,387

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	09/1997	03308	1990	$49,000	Improved
WARRANTY DEED	06/1993	02599	1442	$52,100	Improved
WARRANTY DEED	10/1985	01678	0656	$59,700	Improved
WARRANTY DEED	11/1982	01426	1255	$56,500	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$837
2003 Tax Bill Amount:	$462
Savings Due To SOH:	$375
2003 Taxable Value:	$23,466

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	12,000.00	$12,000

LEGAL DESCRIPTION PLAT

LEG LOT 88 OAKLAND VILLAGE SEC 2 PB 26 PGS 27 & 28

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1982	8	1,283	1,159	SIDING AVG	$59,454	$64,977

Appendage / Sqft OPEN PORCH FINISHED / 44
Appendage / Sqft SCREEN PORCH FINISHED / 80
Appendage / Sqft UPPER STORY FINISHED / 464

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

39/4.50

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 25th day of September, 199_, by and between Gladys Rodriguez, a single person 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 ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, promises, 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 199.183(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.I.P. HOMEOWNER ASSISTANCE PROGRAM - AUTO MAGIC/SELF 1101 E. HWY 17-92 CASSELBERRY, FL 32707

RECORDED & VERIFIED

OCT 1 7 1 3 1 1

RECORDED IN OFFICIAL RECORDS BOOK 4372 PAGE 1101

EQUITABLE TITLE AGENCY, INC. 283 N. North Lake Blvd., Suite 111 Altamonte Springs, FL 32701

1 of 5

Seminole County Ship-
Clark - ~~407-665-5044~~

Ship Program
~~Michael~~

Connie 407-665-7412

Fax Request
Clerk Auth.
Rubinance
407-665-7364

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 so long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain non-owned and not be hunted, hunted or utilized for any purpose then this Second Mortgage shall be treated in full and a release filed in the public records of Seminole County, Florida. Should this circumstance prevailing be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THIS SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REHYPOTHECATION OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three thousand Five hundred dollars and sixteen cents, $3,516.00 to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

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

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

Witness
Print Name: LAURA G. SUMNER

Witness
Print Name: Evelyn L. Phillips

Print Name:

Print Name:

Print Name:

Print Name: Judy Rodriguez
445 WINTER BROOK
ALTAMONTE SPRINGS, FL. 32701.

Print Name:

Print Name:

Print Name:

SEMINOLE CO. FL
2001 OCT 30 3:08
BOOK
PAGE

1 of 1

STATE OF OHIO,
[illegible]
COUNTY OF [illegible]

I HEREBY CERTIFY that on the 28th day of October 1942 [illegible] in the County aforesaid [illegible] and who [illegible] to be the [illegible] who signed the foregoing instrument and who acknowledged that the [illegible] executed the same and the [illegible] to be his or her voluntary act and deed for the uses and purposes therein [illegible] and who did not take an oath.

WITNESS my hand and official seal on the County and date last aforesaid.

Notary Public
Qualifying Bond
Commission Expires:

[illegible]

Seminole County Homeownership Assistance Program

DEFERRED LOAN
SECOND MORTGAGE NOTE

AMOUNT: [illegible]

FOR VALUE RECEIVED, the undersigned jointly and severally, (if more than one) promise to pay Seminole County ("the County"), a political subdivision of the State of Florida, or order, the principal sum of [illegible] Dollars & No/100 ([illegible]). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be [illegible] forgiven on the [illegible] anniversary of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to [illegible] 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 [illegible] 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:

[illegible]

[illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Each person liable hereon whether Maker or endorser, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note [illegible] or to protect the security of said Mortgage.

Whenever used herein the term "Holder", "Maker" or "Payee" shall be construed in the singular or plural as the context may require or admit.

[illegible] the State of Florida, [illegible].

IN WITNESS WHEREOF, the said [illegible] the day and year first above written.

Print Name: [illegible]

Witness

Print Name: [illegible]

Print Name:

Print Name: [illegible]

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this [illegible] day of [illegible], 19[illegible] before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [illegible] who executed the foregoing instrument and who acknowledged before me that [illegible] executed the same and are personally known to me or have produced [illegible] as identification and who did not take an oath.

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

Notary Public
Print Name:
Commission Number:

3 of 3

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 19, 1998, and recorded in Official Records Book 3449, Pages 0270 through and including 0274, 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 June 19, 1998, and recorded in the Official Records Book 3449, Pages 0275 through and including 0277, Public Records of Seminole County, Florida, which encumbered the property located at 2842 Gale Place, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK E, WOODMERE PARK, 2ND 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: 06-20-31-505-0E00-0230

(the "Property,") were made by Calvin Davis and Kimberly Davis, 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 Owner 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 did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete 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 and 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 _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
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.

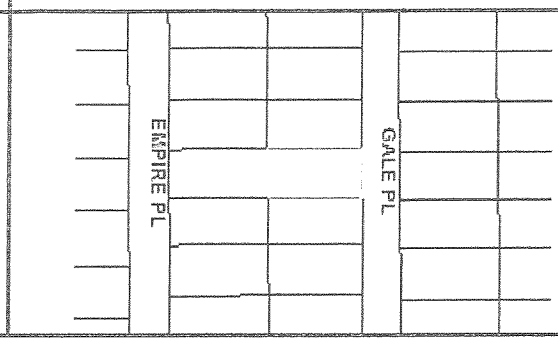
_____
County Attorney
AWS/lpk
3/9/04
satisfaction-davis

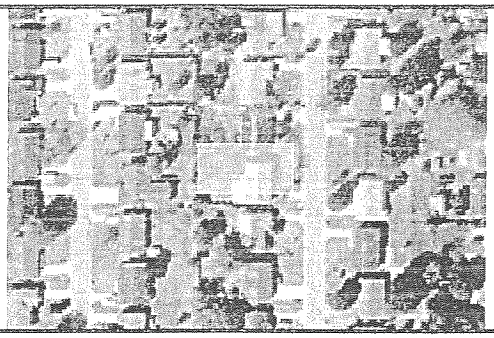
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP. | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 06-20-31-505-0E00-0230 **Tax District:** S1-SANFORD
Owner: DAVIS CALVIN & KIMBERLY **Exemptions:** 00-HOMESTEAD
Address: 2842 GALE PL
City,State,ZipCode: SANFORD FL 32773
Property Address: 2842 GALE PL SANFORD 32773
Subdivision Name: WOODMERE PARK 2ND REPLAT
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$49,269
Depreciated EXFT Value:	$1,006
Land Value (Market):	$10,800
Land Value Ag:	$0
Just/Market Value:	$61,075
Assessed Value (SOH):	$53,639
Exempt Value:	$25,000
Taxable Value:	$28,639

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	06/1998	03449	0265	$57,900	Improved
SPECIAL WARRANTY DEED	06/1998	03449	0263	$48,000	Improved
SPECIAL WARRANTY DEED	12/1997	03383	0682	$100	Improved
CERTIFICATE OF TITLE	12/1997	03348	1004	$65,700	Improved
WARRANTY DEED	02/1997	03196	1783	$65,000	Improved
PROBATE RECORDS	12/1996	03168	1648	$100	Improved
WARRANTY DEED	11/1996	03168	1634	$39,300	Improved
PROBATE RECORDS	11/1996	03158	1097	$100	Improved
WARRANTY DEED	10/1979	01251	1226	$29,900	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$763
2003 Tax Bill Amount:	$571
Savings Due To SOH:	$192
2003 Taxable Value:	$27,382

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	60	118	.000	200.00	$10,800

LEGAL DESCRIPTION PLAT

LEG LOT 23 BLK E WOODMERE PARK 2ND REPLAT PB 13 PG 73

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1972	5	1,305	956	CONC BLOCK	$49,269	$57,290

Appendage / Sqft UTILITY FINISHED / 88
Appendage / Sqft OPEN PORCH FINISHED / 30
Appendage / Sqft GARAGE FINISHED / 231

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CONC FL	1989	180	$766	$1,530
ALUM PORCH NO FLOOR	1989	120	$240	$480

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 19th day of June, 1998 by and between Calvin R. & Kimberly L. Davis, husband & wife, hereinafter referred to the "Mortgagor" and Seminole County, political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(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 ($10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

RETURN TO: FIRST AMERICAN TITLE INSURANCE C[illegible]
1835 LEE ROAD, SUITE 100, WINTER PARK, FLORI[illegible]

SL-17487-SF

7/29/97
#ohemtg.doc

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.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Thousand dollars and 00/100($10,000.00) 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 here unto signed and sealed these presents the day and year first above written.

Print Name: JUDY FORET

Print Name: Calvin R. Davis

Print Name:

Print Name: Kimberly L. Davis
#2842 Gala Place
San Ard, FL 32773

Print Name:

Print Name:

Print Name:

Print Name:

7/29/97
notemtg.doc

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19TH day of JUNE, 1992 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CALVIN DAVIS and KIMBERLY DAVIS, H-W, 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 do/did not take an oath.

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

OFFICIAL RECORDS BOOK 3449 PAGE 0273 SEMINOLE CO. FL

Judy H. Foret

JUDY H. FORET
MY COMMISSION # CC 597660
EXPIRES: January 12, 2001
Bonded Thru Notary Public Underwriters

Name:
Notary Public
Serial Number
Commission Expires:

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 23, BLOCK E, WOODMERE PARK, 2ND REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

7/29/97
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Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 ($10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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

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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:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF
4530 E. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Each person liable hereon whether maker or enforcer, hereby waives persentment, 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: JUDY FORET

Print Name: Calvin R. Davis

Print Name:

Print Name: Kimberly L. Davis

Print Name: PAT Ayala

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 19TH day of JUNE, 1993 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CALVIN DAVIS and KIMBERLY DAVIS, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did/did not take an oath.

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

Name:
Notary Public
Serial Number
Commission Expires:

JUDY H. FORET
MY COMMISSION # CC 597060
EXPIRES: January 12, 2001
Bonded Thru Notary Public Underwriters

7/29/97
hotemtg.doc

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 4, 1994, and recorded in Official Records Book 2726, Pages 1505 through and including 1508, 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 February 4, 1994, and recorded in the Official Records Book 2726, Pages 1509 through and including 1511, Public Records of Seminole County, Florida, which encumbered the property located at 1423 Mara Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 96, SAN LANTA, 3RD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-505-0000-0960

(the "Property,") were made by Sonia L. Mincey, 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 twenty (20) 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 did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

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

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete 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 and 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 _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
DARYL G. MCLAIN, Chairman

_____
MARYANNE MORSE
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_____
regular meeting.

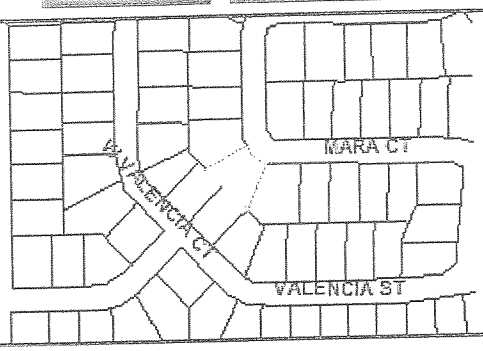
Approved as to form and
legal sufficiency.

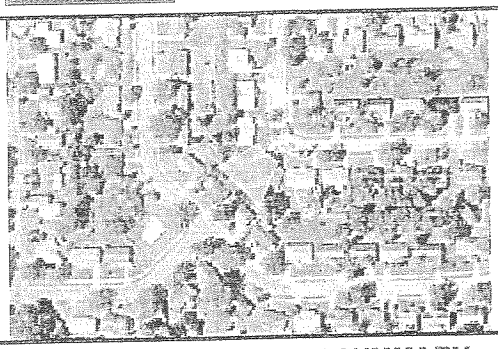
_____
County Attorney
AWS/lpk
3/9/04
satisfaction-mincey

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 31-19-31-505-0000-0960 **Tax District:** S1-SANFORD
Owner: MINCEY SONIA L **Exemptions:** 00-HOMESTEAD
Address: 1423 MARA CT
City,State,ZipCode: SANFORD FL 32771
Property Address: 1423 MARA CT SANFORD 32771
Subdivision Name: SAN LANTA 3RD SEC
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$63,231
Depreciated EXFT Value:	$0
Land Value (Market):	$11,000
Land Value Ag:	$0
Just/Market Value:	$74,231
Assessed Value (SOH):	$55,830
Exempt Value:	$25,000
Taxable Value:	$30,830

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	02/1994	02726	1496	$60,000	Improved
SPECIAL WARRANTY DEED	10/1993	02664	0634	$95,000	Vacant
QUIT CLAIM DEED	07/1992	02461	0047	$100	Vacant
WARRANTY DEED	08/1986	01765	0512	$133,200	Vacant
WARRANTY DEED	08/1986	01765	0511	$133,200	Vacant
WARRANTY DEED	07/1986	01751	1163	$28,800	Vacant
SPECIAL WARRANTY DEED	04/1985	01636	0430	$37,500	Vacant
WARRANTY DEED	02/1984	01530	1829	$220,000	Vacant

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$949
2003 Tax Bill Amount:	$616
Savings Due To SOH:	$333
2003 Taxable Value:	$29,521

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	11,000.00	$11,000

LEGAL DESCRIPTION PLAT

LEG LOT 96 SAN LANTA 3RD SEC PB 13 PG 75

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1994	6	1,496	1,064	CB/STUCCO FINISH	$63,231	$65,866

Appendage / Sqft BASE SEMI FINISHED / 336
Appendage / Sqft OPEN PORCH FINISHED / 96

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

Return to Leah Elliott

This Instrument Prepared By: SOUTHEAST TITLE Group, Inc.
Address: 2550 Maitland Center Parkway, 6-100
Maitland, FL 32751

39/4.00

OFFICIAL RECORDS BOOK 2726 PAGE 1505 SEMINOLE CO. FL.

SECOND MORTGAGE DEED

THIS SECOND MORTGAGE DEED, executed the 4thday of February, 1994, A.D., by SONIA L. MINCEY, A SINGLE PERSON, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E. First Street, Sanford, Florida 32771, hereinafter called the Mortgagee:

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

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 ($3000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, promises, 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 MADE A PART HEREOF

MARYANNE MORSE CLERK OF CIRCUIT COURT 534297

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 fully 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.

SEMINOLE COUNTY, FL. RECORDED & VERIFIED 94 FEB -9 PM 1:31

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)(a)
FLORIDA STATUTES

044

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.

PROVIDED ALWAYS, that is 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 MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, 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 this 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 lawyer'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 Mortgage, or either; to perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants of said note and this 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 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 the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this 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 Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented, subleased or refinanced, should the property remain owner-occupied and not be rented, leased or subleased for a period of twenty (20) years, then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared and the entire amount shall be immediately due and payable, plus interest at the rate of three percent (3%) per annum from the date of execution herein.

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

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

Signed, sealed and delivered
In the presence of:

MORTGAGOR

Printed Name: LEAH ELLIOTT

Printed Name: SONIA L. MINCEY

Printed Name: Nancy Dillingham

Printed Name: Sonia L. Mincey
1423 MALO Court
Sanford, FL 32771

Printed Name:

Printed Name:

OFFICIAL RECORDS
BOOK 2726 PAGE 1507
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 4th day of February, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SONIA L. MINCEY and , who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced A FLORIDA DRIVER'S LICENSE as identification and who did not take an oath.

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

Printed Name: LEAH ELLIOTT - Notary Public
Commission Expires:

"OFFICIAL NOTARY SEAL"
LEAH ELLIOTT
Notary Public, State of Florida
Commission No. CC235040
My Commission Expires 9/17/96

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 96, SAN LANTA, THIRD SECTION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE, COUNTY, FLORIDA.

This Instrument Prepared By:
SOUTHEAST TITLE Group, Inc.
Address: 2550 Maitland Center Parkway, 3400
Maitland, FL 32751

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: 3000.00

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 DOLLARS AND NO CENTS). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. 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) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default occurs, the Second Mortgage Note shall be due and payable in full, along with interest at the rate of three percent (3%) per year. Payment in full shall be made within thirty (30) days of the declaration of default.

B. This debt shall be permanently forgiven then twenty (20) years after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) years.

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

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

1. The sale of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

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

2. Leasing, renting or refinancing of the property within ten (10) years of the date of execution of this Note and 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 Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of execution of this Note until the date of full payment, at the same rate as the First Mortgage on this property. Holder's failure to exercise the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

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

This 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 thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, 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 WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

MORTGAGOR:

Printed Name: LEAH ELLIOTT

Printed Name: SONIA L. MINCEY

Printed Name: Nancy Bullerjan

Printed Name: Sonia L. Mincey
1423 MALA COURT
Sanford, FL 32771

Printed Name:

Printed Name:

OFFICIAL RECORDS BOOK 2726 PAGE 1511 SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 4th day of February, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SONIA L. MINCEY, A SINGLE PERSON, who executed the foregoing instrument and who acknowledged before me that he/she/they executed the same and are personally known to me or have produced A FLORID DRIVER'S LICENSE as identification and who did not take an oath.

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

Printed Name: LEAH ELLIOTT - Notary Public
Commission Expires:

"OFFICIAL NOTARY SEAL"
LEAH ELLIOTT
Notary Public, State of Florida
Commission No. CC259060
My Commission Expires 9/07/96

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 11, 1996, and recorded in Official Records Book 3145, Pages 1240 through and including 1244, 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) ("Note"), dated October 11, 1996, and recorded in the Official Records Book 3145, Pages 1245 through and including 1247, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 25, 1996, recorded in Official Records Book 3234, Pages 1248 through and including 1250, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3349 Coleus Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

> LOT 6, BLOCK B, EASTBROOK, UNIT NO. FOURTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 34-21-30-514-0B00-0060

(the "Property,") were made by Joseph Phipps and Joann Phipps, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within twenty (20) years from the date of the Mortgage and the Note; and

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

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement;

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

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

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
DARYL G. MCLAIN, Chairman

_____
MARYANNE MORSE
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_____
regular meeting.

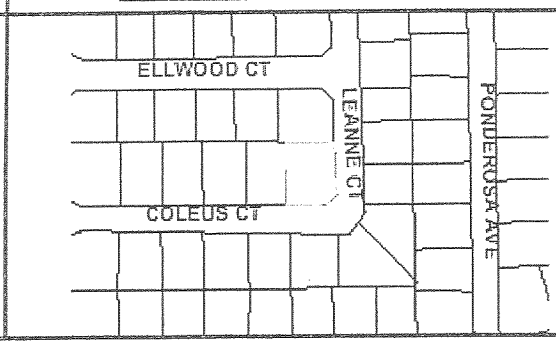
Approved as to form and
legal sufficiency.

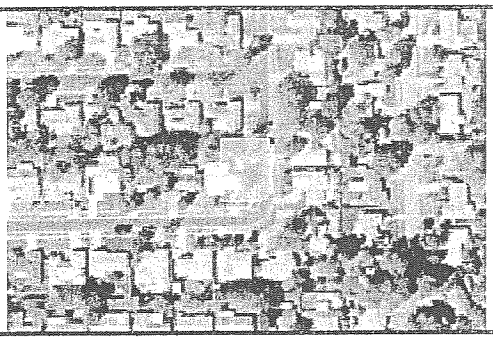
_____
County Attorney
AWS/lpk
3/5/04
satisfaction-phipps

PARCEL DETAIL

REAL ESTATE | TANGIBLE PROPERTY | TAX BILL | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 34-21-30-514-0B00-0060 **Tax District:** 01-TX DIST 1 - COUNTY
Owner: MURRAY BEVERLY A **Exemptions:**
Address: PO BOX 728
City,State,ZipCode: GENEVA FL 32732
Property Address: 3349 COLEUS CT WINTER PARK 32792
Subdivision Name: EASTBROOK SUBD UNIT NO 14
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$94,906
Depreciated EXFT Value:	$5,793
Land Value (Market):	$19,000
Land Value Ag:	$0
Just/Market Value:	$119,699
Assessed Value (SOH):	$119,699
Exempt Value:	$0
Taxable Value:	$119,699

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
QUIT CLAIM DEED	12/2003	05128	0791	$3,500	Improved
WARRANTY DEED	10/1996	03145	1232	$85,000	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

2003 Tax Bill Amount:	$1,006
2003 Taxable Value:	$58,678

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	19,000.00	$19,000

LEGAL DESCRIPTION PLAT

LEG LOT 6 BLK B EASTBROOK UNIT 14 PB 14 PG 93

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1968	6	2,325	1,650	CONC BLOCK	$94,906	$114,344

Appendage / Sqft OPEN PORCH FINISHED / 192
Appendage / Sqft GARAGE FINISHED / 483

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
POOL GUNITE	1974	576	$4,608	$11,520
COOL DECK PATIO	1974	312	$437	$1,092
ALUM SCREEN PORCH W/CONC FL	1979	220	$748	$1,870

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

MARYANNE MORSE
CLERK OF CIRCUIT COURT

902998

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

96 OCT 18 PM 2:41

OFFICIAL RECORDS
BOOK 3145 PAGE 1240
SEMINOLE CO. FL.

33/48

96180047

1270 Orange Avenue
Suite E
Winter Park, FL 32789

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 11th day of October 1996 by and between JOSEPH PHIPPS, and JOANN PHIPPS, HIS SPOUSE 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 ($ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premisis, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

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

This instrument was prepared by:
BOBBY JOHNSTON
UNIVERSAL LAND TITLE, INC.
1270 Orange Ave., #E
Winter Park, FL 32789

51

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

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

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

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

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

Seminole County Homeownership Assistance Program

occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ five (5) years, _____ twenty (20) years or ___xx___ 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 ___xx___ 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.

Print Name: LYDIA A. STRAWDER

Print Name: JOSEPH PHIPPS

Print Name: SHANNON ORTEGA

Print Name: JOANN PHIPPS

Print Name: _____

Print Name: _____

OFFICIAL RECORDS
BOOK 3145 PAGE 1243
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of October, 199[illegible] before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH PHIPPS and MARK PHIPPS, 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 FLORIDA as identification and who did/ did not take an oath.

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

LYDIA A. STRAWDER
Notary Public, State of Florida
My Comm. Expires Oct. 8, 1999
No. CC 393805
Bonded Thru Official Notary Service

Name:
Notary Public LYDIA A. STRAWDER
Serial Number
Commission Expires:

Seminole County Homeownership Assistance Program

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 6, Block B, EASTBROOK SUBDIVISION, UNIT NO. FOURTEEN, according to the plat thereof, as recorded in Plat Book 14, Page 93, of the Public Records of Seminole County, Florida.

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 xxxxx 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 1101 West First St., Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) _____ five (5), _____ twenty (20) or xx_____ 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) xx_____ 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:
[illegible] JOHNSTON
UNIVERSAL LAND TITLE, INC.
1270 Orange Ave., #A
Winter Park, FL 32789

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.

CONSEQUENCE OF DEFAULT

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

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program

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

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

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

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

Print Name: LYDIA A. STRAWDER

Print Name: JOSEPH PHIPPS

Print Name: SHANNON ORTEGA

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 11th day of October, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH PHIPPS 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 I.D. as identification and who did/did not take an oath.

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

LYDIA A. STRAWDER
Notary Public, State of Florida
My Comm. Expires Oct. 9, 1998
No. CC 383908
Bonded Thru Notary Service

Name: LYDIA A. STRAWDER
Notary Public
Serial Number
Commission Expires:

Return to:
UNIVERSAL LAND TITLE, INC.
1270 Orange Avenue
Suite E
Winter Park, FL 32789
96120047

OFFICIAL RECORDS
BOOK PAGE
3234 1248

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

SEMINOLE CO. FL

047752

Applicant(s): JOSEPH PHIPPS and JOANN PHIPPS, his spouse

Property Address: 3349 Coleus Court, Winter Park, Fl. 32792

This Agreement is entered into this 25th day of September, 1996 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
JOSEPH PHIPPS and JOANN PHIPPS, his spouse
(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

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 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 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 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.

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:

Mary Mastorio

SEMINOLE COUNTY, FLORIDA

GARY E. KAISER, County Manager

Date: 9/17/97

WITNESSES AS TO HOMEBUYER(S):

LYDIA A. STRAWDER

SHANNON ORTEGA

HOMEBUYER

JOSEPH PHIPPS

JOANNE PHIPPS

Date: 09/25/96

OFFICIAL RECORDS BOOK 3234 PAGE 1250 SEMINOLE CO. FL

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

The foregoing instrument was acknowledged before me this 25th day of Sept, 1996, by Joseph Phipps & Joanne Phipps, who is personally known to me or who has produced _____ as identification.

LYDIA A. STRAWDER
Notary Public, State of Florida
My Comm. Expires Oct. 9, 1996
No. CC 393606
Bended Thru Official Notary Service

Print Name LYDIA A. STRAWDER

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

9/7/97

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 29, 1996, and recorded in Official Records Book 3068, Pages 1581 through and including 1585, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($3,200.00) (the "Note"), dated April 29, 1996, and recorded in the Official Records Book 3068, Pages 1586 through and including 1589, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 8, 1996, recorded in Official Records Book 3068, Pages 1590 through and including 1592, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 160 Pinecrest Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

> LOT 15, BLOCK "D" SOUTH PINECREST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 9 AND 10 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification No.: 01-20-30-517-0D00-0150

(the "Property,") were made by Ramon Ojeda, 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 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, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and 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, his 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 _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
DARYL G. MCLAIN, Chairman

_____
MARYANNE MORSE
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_____
regular meeting.

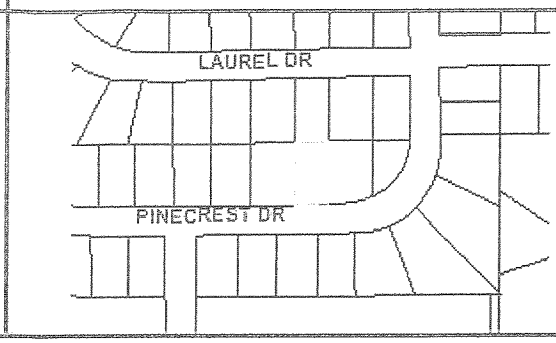
Approved as to form and
legal sufficiency.

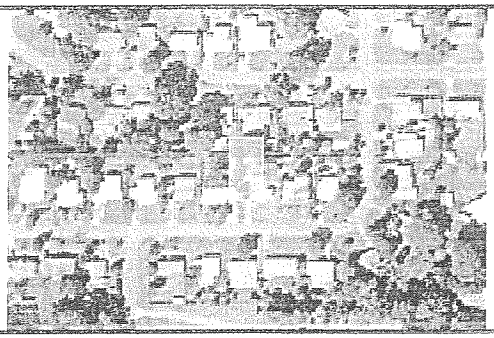
_____
County Attorney
AWS/lpk
3/5/04
satisfaction-ojeda

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | EXSTIDP | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 01-20-30-517-0D00-0150 **Tax District:** S1-SANFORD
Owner: OJEDA RAMON **Exemptions:** 00-HOMESTEAD
Address: 160 PINECREST DR
City,State,ZipCode: SANFORD FL 32773
Property Address: 160 PINECREST DR SANFORD 32773
Subdivision Name: SOUTH PINECREST
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$58,414
Depreciated EXFT Value:	$0
Land Value (Market):	$12,968
Land Value Ag:	$0
Just/Market Value:	$71,382
Assessed Value (SOH):	$56,579
Exempt Value:	$25,000
Taxable Value:	$31,579

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
WARRANTY DEED	04/1996	03068	1571	$55,000	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$985
2003 Tax Bill Amount:	$631
Savings Due To SOH:	$353
2003 Taxable Value:	$30,253

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	75	120	.000	190.00	$12,968

LEGAL DESCRIPTION PLAT

LEG LOT 15 BLK D SOUTH PINECREST PB 10 PG 10

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1956	3	1,825	1,233	CONC BLOCK	$58,414	$81,130

Appendage / Sqft	ENCLOSED PORCH FINISHED / 192
Appendage / Sqft	UTILITY UNFINISHED / 81
Appendage / Sqft	CARPORT UNFINISHED / 267
Appendage / Sqft	OPEN PORCH FINISHED / 52

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOMEPAGE | CONTACT

49/100

OFFICIAL RECORDS
BOOK PAGE
3068 1581

Seminole County Homeownership Assistance Program

SEMINOLE CO. FL.

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29th day of April 199 6 by and between Ramon Ojeda, a single person and n/a 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 ($ 3,200.00), 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 and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

SEMINOLE COUNTY FL
RECORDED & VERIFIED
96 MAY -3 AM 10:39

837577

MARYANNE MORSE
CLERK OF CIRCUIT COURT

(CFNMMJ4 1:INTRO)

3/12/96

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.

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 __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 Two Hundred and 00/100- dollars ($ 3,200.00) 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.

Mark Wright

Print Name: MARK WRIGHT

Busie Smith

Print Name: BUSIE SMITH

Print Name: _____

Print Name: _____

Ramon Ojeda

Print Name: Ramon Ojeda

Print Name: _____

OFFICIAL RECORDS BOOK 2259 PAGE 1583 SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of APRIL, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RAMON OJEDA, A SINGLE PERSON and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

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

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/99

OFFICIAL RECORDS BOOK 2068 PAGE 1534 SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program

OFFICIAL RECORDS
BOOK
PAGE 1585
SEMINOLE CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 15, BLOCK D, SOUTH PINECREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 9 AND 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,200.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Thirty Two Hundred and 00/100------($3,200.00). 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:

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, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 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.

OFFICIAL RECORDS BOOK 1587 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 recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

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

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

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives persentment, 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: MARK WRIGHT

Print Name: Ramon Ojeda

Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS BOOK 2053 PAGE 1588 SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29th day of APRIL, 1996, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared RAMON OJEDA and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did not take an oath.

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

Name: MARK WRIGHT
Notary Public
Serial Number CC 439144
Commission Expires: 3/2/99

Seminole County Homeownership Assistance Program

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 15, BLOCK D, SOUTH PINECREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 9 AND 10, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK 2068 PAGE 1589
SEMINOLE CO. FL.

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Ramon Ojeda

Property Address: 160 Pinecrest Drive
Sanford, Fl 32773

This Agreement is entered into this 8th day of April, 1996 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 Ramon Ojeda (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 this 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 $3,200.00 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 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 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 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.

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.

SEMINOLE COUNTY, FLORIDA

WITNESS:

RON H. RABUN, County Manager

Date: 4/18/96

HOMEBUYER

WITNESS:

Date: 4-8-96

OFFICIAL RECORDS BOOK 1592 PAGE 1068 SEMINOLE CO. FL.

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

This foregoing instrument was acknowledged before me this 8 day of April, 1996, by Raymond Ojeda, who is personally known to me or who has produced _____ as identification.

Angela K. Dockery

Print Name: _____

ANGELA K. DOCKERY
MY COMMISSION # CC 1951 25
EXPIRES: January 10, 2000
Bonded Thru Notary Public Underwriters

Notary Public in and for the County and State Aforementioned.

My commission expires: _____

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

62

3/26/96

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 12, 1998, and recorded in Official Records Book 3386, Pages 1644 through and including 1648, 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) ("Note"), dated March 12, 1998, and recorded in the Official Records Book 3386, Pages 1649 through and including 1651, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 9, 1998, recorded in Official Records Book 3386, Pages 1652 through and including 1654, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3051 Suwannee Court, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 36, BELAIRE HILLS UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 18-21-29-423-0000-0360

(the "Property,") were made by Hortensia R. Pasos, 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 five (5) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current United States Department of Housing and Urban Development ("HUD")regulations and 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 _____, 2004.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
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.

_____
County Attorney

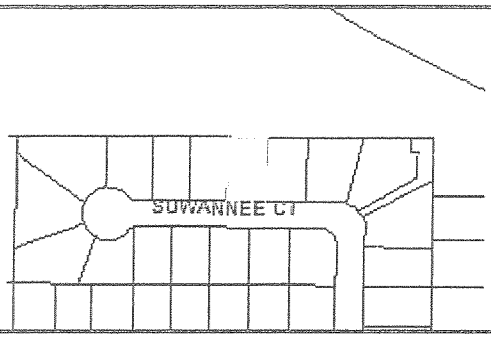
As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

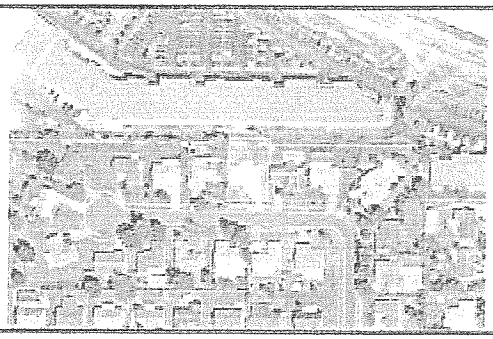
AWS/lpk
3/5/04
satisfaction-pasos

PARCEL DETAIL

REAL ESTATE | PERSONAL PROP | TAX HOME | SALES SEARCH | Back

Seminole County
Property Appraiser Services
1101 E. First St.
Sanford FL 32771
407-665-7506





GENERAL

Parcel Id: 18-21-29-523-0000-0360 **Tax District:** 01-TX DIST 1 - COUNTY
Owner: PASOS HORTENSIA R **Exemptions:** 00-HOMESTEAD
Address: 3051 SUWANNEE CT
City,State,ZipCode: APOPKA FL 32703
Property Address: 3051 SUWANNEE CT APOPKA 32703
Subdivision Name: BEL AIRE HILLS UNIT 1
Dor: 01-SINGLE FAMILY

2004 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$83,984
Depreciated EXFT Value:	$612
Land Value (Market):	$18,000
Land Value Ag:	$0
Just/Market Value:	$102,596
Assessed Value (SOH):	$83,139
Exempt Value:	$25,500
Taxable Value:	$57,639

SALES

Deed	Date	Book	Page	Amount	Vac/Imp
SPECIAL WARRANTY DEED	03/1998	03386	1632	$85,000	Improved
CERTIFICATE OF TITLE	10/1997	03317	0815	$100	Improved
WARRANTY DEED	11/1987	01910	0393	$75,200	Improved
WARRANTY DEED	09/1986	01771	0044	$72,500	Improved
WARRANTY DEED	04/1983	01454	1238	$68,800	Improved
WARRANTY DEED	09/1979	01242	1686	$55,500	Improved
WARRANTY DEED	06/1979	01229	1105	$45,800	Improved

Find Comparable Sales within this Subdivision

2003 VALUE SUMMARY

Tax Value(without SOH):	$1,331
2003 Tax Bill Amount:	$955
Savings Due To SOH:	$376
2003 Taxable Value:	$55,690

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	18,000.00	$18,000

LEGAL DESCRIPTION PLAT

LEG LOT 36 BELAIRE HILLS UNIT 1 PB 22 PGS 7 & 8

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1979	6	2,000	1,507	CONC BLOCK	$83,984	$93,315

Appendage / Sqft SCREEN PORCH FINISHED / 25
Appendage / Sqft GARAGE FINISHED / 468

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM SCREEN PORCH W/CONC FL	1986	180	$612	$1,530

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

BACK | PROPERTY APPRAISER HOME PAGE | CONTACT

45

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 12TH day of MARCH 199_5 by and between Hortensia Pasca, a single person, 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."

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

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith ($3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, 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 420.5(3)(i) AND 199.183(2)(a), FLORIDA STATUTES

This instrument was prepared by:
ANDER [illegible]
S.H.I.P. HOMEOWNER ASSISTANCE PROGRAM, [illegible]
[illegible]
CASSELBERRY, FL 32707

RETURN TO:
FOHL & SHORT, P.A.
[illegible]
Winter Park, Florida 32789
1941-37177

OFFICIAL RECORDS BOOK 3386 PAGE 1644
SEMINOLE CO. FL
CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL
MARYANNE MORSE
1173115
RECORDED & VERIFIED
MAR 13 11 52 AM

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 improvements 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 so long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

7/28/97
Initials

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100($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 realization and approval of Mortgagee.

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

Print Name: RONALD G. PRESCOTT

Print Name: Hortensia R. Prescott
5051 STRANDER CT.,
APOPKA, FL. 32703

Print Name: SHERRI PHILLIPS-MOORE

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS BOOK 3386 PAGE 1646 SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of MARCH 199 3 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HORTENSIA PAGOS and who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced Driver's Lic. as identification and who did/did not take an oath.

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

Name: ARTHUR G. PHILLIPS
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS BOOK 3386 PAGE 1647 SEMINOLE CO. FL

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 36, AIR AIRE VILLA UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: $3,500.00

OFFICIAL RECORDS BOOK 3386 PAGE 1649 SEMINOLE CO. FL

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 ($3,500.00). 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 ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.

B. No payments shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

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