

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfactions of Second Mortgage

**DEPARTMENT:** Community Services

**DIVISION:** Community Assistance

**AUTHORIZED BY:** David Medley

**CONTACT:** Josie Delgado

**EXT:** 2381

**MOTION/RECOMMENDATION:**

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

County-wide

Shirley Boyce

**BACKGROUND:**

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their homes within the affordability period and repaid their mortgage, resulting in \$71,850.00 being returned to the Affordable Housing Trust Fund:

<b><u>Name</u></b>	<b><u>Parcel I.D. Number</u></b>
Michael Carlson and Alice Carlson	10-21-29-515-0000-1420
Bruce H. Figueroa and Alicia Arevelo, and Anita Ortiz Rivera	03-21-30-501-0600-0190
Kenneth C. Leary and Teresa Leary	09-21-30-511-0000-0010
James T. Otwell and Trudy Ann Otwell	04-20-30-501-0200-0120
Concepcion Perez and Matilde Perez	34-20-30-541-0500-0040
Lina Y. Schoepflin	12-21-29-5BD-4800-0060

Total Reimbursed \$71,850.00

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$54,941.00):

<b><u>Name</u></b>	<b><u>Parcel I.D. Number</u></b>
Norma Garcia	32-20-30-501-0000-0700
Lillian R. Gipson	32-19-31-505-0C00-0420
Sadie Holmes	18-21-30-501-0200-0120

**STAFF RECOMMENDATION:**

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

**ATTACHMENTS:**

1. Satisfactions of Second Mortgage

**Additionally Reviewed By:**

County Attorney Review ( Arnold Schneider )

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 16, 1998, and recorded in Official Records Book 3359, Pages 0684 through and including 0688, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$9,850.00) (the "Note"), dated January 16, 1998, and recorded in the Official Records Book 3359, Pages 0689 through and including 0691, Public Records of Seminole County, Florida, and that certain Homebuyer Program Assistance Agreement dated December 15, 1997 and recorded in Official Records Book 3359, Pages 0692 through and including 0694, Public Record of Seminole County (the "Agreement") which encumbered the property located at 482 Abba Street, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 142, OAKLAND VILLAGE, SECTION THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 23 AND 24, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

And sometimes also described as:

LOT 142, OAKLAND VILLAGE, SECTION THREE, A SUBDIVISION, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 23 AND 24, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-29-515-0000-1420

(the "Property,") were made by **MICHAEL CARLSON (deceased)** and **ALICE CARLSON**, husband and wife, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 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 Owners have refinanced the Property within the TEN (10) year period; and

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

**WHEREAS**, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement and the restrictive use covenants contained therein,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$9,850.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 28, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AWS/jjr 9/12/2007

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  
534 W. Lake Mary Blvd.  
Sanford, Fl 32773

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 29, 1997, and recorded in Official Records Book 3292, Pages 1554 through and including 1558, 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 August 29, 1997, and recorded in the Official Records Book 3292, Pages 1551 through and including 1553, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 13, 1997, recorded in Official Records Book 3309, Pages 1618 through and including 1620, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 112 Burgos Road, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK 6, NORTH ORLANDO 2<sup>ND</sup> ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 55, 56, AND 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-501-0600-0190

(the "Property,") were made by **BRUCE H. FIGUEROA**, a single person; **ALICIA AREVELO**, a single person; and **ANITA ORTIZ RIVERA**, a single person, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 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, the Note and Agreement; and

**WHEREAS**, the Owners sold the Property within the TEN (10) year period; and

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

**WHEREAS**, the Owners requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 23, 2002, pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

AS/jjr  
9/10/2007

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  
534 W. Lake Mary Blvd.  
Sanford, Fl 32773

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 27, 1998, and recorded in Official Records Book 3383, Pages 0888 through and including 0892, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 27, 1998, and recorded in the Official Records Book 3383, Pages 0893 through and including 0895, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 9, 1998, recorded in Official Records Book 3383, Pages 0896 through and including 0898, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 730 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 1, REPLAT OF A PART OF SEMINOLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS: A PART OF LOT 1, REPLAT OF A PART OF SEMINOLA PARK, SECTION 9, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 1 OF THE REPLAT OF A PART OF SEMINOLA PARK AS RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 06°09'03" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.88 FEET;

THENCE NORTH 81°40'07" WEST, 85.45 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 08°20'03" EAST ALONG SAID LINE 11.87 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 81°39'57" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT OF WAY LINE OF SEMINOLA BOULEVARD, 85.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 09-21-30-511-0000-0010

(the "Property,") were made by **KENNETH C. LEARY** and **TERESA LEARY**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 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, the Note and Agreement; and

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

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

**WHEREAS**, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of 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 August 7, 2007 pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole

County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

AWS/jjr  
8/22/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 23, 2006, and recorded in Official Records Book 6095, Pages 1175 through and including 1179, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated January 23, 2006, and recorded in the Official Records Book 6095, Pages 1180 through and including 1183, Public Records of Seminole County, Florida, which encumbered the property located at 204 Mirror Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

THE SOUTH 40.00 FEET OF LOT 12 AND THE NORTH 50.00 FEET OF LOT 13, BLOCK 2, LOCH ARBOR, COUNTRY CLUB ENTRANCE SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 04-20-30-501-0200-0120

(the "Property,") were made by **JAMES T. OTWELL** and **TRUDY ANN OTWELL**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

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

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

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 13, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2007.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

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

AWS/jjr  
8/22/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 29, 2002, and recorded in Official Records Book 4377, Pages 1051 through and including 1054, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated March 29, 2002, and recorded in the Official Records Book 4377, Pages 1055 through and including 1057, Public Records of Seminole County, Florida, which encumbered the property located at 138 Rhoden Lane, Winter Springs, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK 5, MOSS PLACE, PB 59, PGS 25 & 26

A/K/A

LOT 4, BLOCK 5, MOSS PLACE, ACCORDING TO THE PLAT THEREFOR AS RECORDED IN PLAT BOOK 59, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-20-30-541-0500-0040

(the "Property,") were made by **CONCEPCION PEREZ** and **MATILDE PEREZ**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

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

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

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 20, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

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

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 2007.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

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

AWS/jjr  
8/30/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 17, 1996, and recorded in Official Records Book 3081, Pages 0598 through and including 0601, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 18, 1996, and recorded in the Official Records Book 3081, Pages 0602 through and including 0605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 18, 1996, recorded in Official Records Book 3081, pages 0606 through and including 0608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 604 East Hillcrest Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

THE EASTERLY 33 FEET OF LOT 7 AND THE WESTERLY 42 FEET OF LOT 6, BLOCK 48, IN SANLANDO THE SUBURB BEAUTIFUL, PALM SPRINGS SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 65 1/2, 66, 67, AND 68, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-21-29-5BD-4800-0060

(the "Property,") were made by **LINA Y. SCHOEPFLIN**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 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, the Note and Agreement; and

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

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

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of 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 August 10, 2007, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

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 Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/jjr; 8/22/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 21, 1995, and recorded in Official Records Book 2970, Pages 1971 through and including 1975, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated September 21, 1995, and recorded in the Official Records Book 2970, Pages 1976 through and including 1978, Public Records of Seminole County, Florida, which encumbered the property located at 782 E. Logan Drive, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 70, LONGDALE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 68, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-20-30-501-0000-0700

(the "Property,") were made by **NORMA I. GARCIA**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; 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 THIRTY (30) years from the date of the Mortgage and the Note; and

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

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note pursuant to Payoff Statement provided to Mortgagee Title Services, Inc. on or about April 23, 2003 which showed a payoff amount of \$-0-

**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 \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

AWS/jjr  
8/30/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND**  
**SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION**  
**PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated August 28, 1997, and recorded in Official Records Book 3558, Page 1477, Public Records of Seminole County, Florida; a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 28, 1997, and recorded in Official Records Book 3304, Pages 1139 through 1141, Public Records of Seminole County, Florida; and a Mortgage Subordination Agreement dated December 11, 1998, and recorded in Official Records Book 3652, Page 0360 through 0361, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2520 E. State Road 46, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 42, BLOCK "C", A.B. STEVENS'S ADDITION TO MIDWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-505-0C00-0420

(the "Property,") was made by **LILLIAN R. GIPSON**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements 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 Agreements; and

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

**WHEREAS**, the Owner maintained the Property as her residence for at least TEN (10) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

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

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements 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 \_\_\_\_\_, 2007.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

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

AWS:jjr  
9/10/2007

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  
534 W. Lake Mary Blvd.  
Sanford, FI 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated February 19, 2002, and recorded in Official Records Book 4330, Page 0929, Public Records of Seminole County, Florida, and an unrecorded Seminole County Emergency Repair Housing Program Grant Agreement dated February 19, 2002, (hereinafter the "Agreements"), in the amount of FIVE THOUSAND FOUR HUNDRED FORTY-ONE AND NO/100 (\$5,441.00), which encumbered the property located at 1280 Amanda Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 13, BLOCK 2, LAKEVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

And sometimes also described as:

LOTS 12, 13 AND 14, BLOCK 2, LAKEVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 18-21-30-501-0200-0120

(the "Property,") was made by **SADIE HOLMES**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements 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 Agreements; and

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

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements 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 \_\_\_\_\_, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2007  
regular meeting.

Approved as to form and  
legal sufficiency.

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

AWS:jjr  
8/31/2007