

**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 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 \$16,000.00 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Pat Sterling Brasher	12-20-30-511-0000-0430
Alejandro Orama and Rita E. Orama	12-20-30-511-0000-0180
Linda R. Williams	33-21-30-515-0A00-1120
	<u>Total Reimbursed \$16,000.00</u>

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$63,999.14):

<u>Name</u>	<u>Parcel I.D. Number</u>
Janine Ahearn	17-21-29-512-0000-0650
Gilbert W. Benton, Jr.	12-20-30-504-0000-0120
Jamie Marie DeBlasi	34-20-30-541-0200-0040
Deliah Hinson and Gerard Lee Hinson	32-19-31-512-0000-0140

**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 AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 31, 1994, and recorded in Official Records Book 2843, Pages 0421 through and including 0423, 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 October 31, 1994, and recorded in the Official Records Book 2843, Pages 0424 through and including 0426, Public Records of Seminole County, Florida, which encumbered the property located at 134 Kelly Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 43, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-20-30-511-0000-0430

(the "Property,") were made by **PAT STERLING BRASHER**, 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 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 Property was transferred within the twenty (20)-year period; and

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about September 21, 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 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 \_\_\_\_\_, 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

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 1, 1994, and recorded in Official Records Book 2738, Pages 1623 through and including 1626, 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 March 1, 1994, and recorded in the Official Records Book 2738, Pages 1627 through and including 1629, Public Records of Seminole County, Florida, which encumbered the property located at 184 Kelly Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 18, MONROE MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-20-30-511-0000-0180

(the "Property,") were made by **ALEJANDRO ORAMA** and **RITA E. ORAMA**, 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 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 Owners have refinanced the Property within the twenty (20) year period; and

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

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

**NOW THEREFORE**, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 27, 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  
10/2/2007

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 November 4, 1999, and recorded in Official Records Book 3759, Pages 0512 through and including 0516, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated November 4, 1999, and recorded in the Official Records Book 3759, Pages 0517 through and including 0519, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 4, 1999, recorded in Official Records Book 3759, pages 0520 through and including 0522, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1512 Winter Green Boulevard, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 112, BLOCK A. WINTER GREEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 33-21-30-515-0A00-1120

(the "Property,") were made by **LINDA R. WILLIAMS**, 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 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 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, 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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 25, 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\_\_\_\_.

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  
10/2/2007

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 21, 1997, and recorded in Official Records Book 3289, Pages 1761 through and including 1765, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND NINE HUNDRED NINETY-NINE AND 14/100 DOLLARS (\$2,999.14) (the "Note"), dated August 21, 1997, and recorded in the Official Records Book 3289, Pages 1766 through and including 1768, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated July 31, 2007, recorded in Official Records Book 3289, Pages 1769 through and including 1771, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1218 Gail Street, Apopka, Florida, the legal description and parcel identification for which are as follows:

LOT 65, BEAR LAKE HILLS, ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 13, PAGE 37, PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 17-21-29-512-0000-0650

(the "Property,") were made by **JANINE AHEARN**, 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 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 TEN(10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

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

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

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 September 9, 1997, and recorded in Official Records Book 3298, Pages 1728 through and including 1732, 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 September 9, 1997, and recorded in the Official Records Book 3298, Pages 1733 through and including 1735, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated June 16, 1997, recorded in Official Records Book 3298, Pages 1737 through and including 1739, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 115 E. Jinkins Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 12, SOUTH PINECREST FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 42 AND 43, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-20-30-504-0000-0120

(the "Property,") were made by **GILBERT W. BENTON, JR.**, 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 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, Note and Agreement; and

**WHEREAS**, the Owner died November 27, 1997, and his income-qualified spouse maintained the Property as her residence for the duration of the affordability period, thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

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

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

The Property, the Owner, his spouse, 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 \_\_\_\_\_, 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

AES/jjr  
9/20/07

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 26, 2002, and recorded in Official Records Book 4542, Pages 1689 through and including 1692, 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 September 26, 2002, and recorded in the Official Records Book 4542, Pages 1693 through and including 1695, Public Records of Seminole County, Florida, which encumbered the property located at 114 Rhoden Lane, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK 2, MOSS PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGES 25 AND 26, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID LAND SITUATE, LYAING, AND BEING IN SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-20-30-541-0200-0040

(the "Property,") were made by **JAMIE MARIE DEBLASI**, 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 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 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 SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage 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 \_\_\_\_\_, 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  
10/2/2007

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 26, 1997, and recorded in Official Records Book 3289, Page 1504, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 26, 1997, and recorded in Official Records Book 3298, Pages 0007 through 0009, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2185 Center Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 14 AND 15, VEINO'S ADDITION TO MIDWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 67, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-512-0000-0140

(the "Property,") was made by **DELIAH HINSON** and her surviving qualifying spouse, **GERARD LEE HINSON**, (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 or her qualifying surviving spouse maintained the Property as his/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, her surviving spouse, 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  
9/20/2007