

RESOLUTION NO. 2017-323

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A PARTIAL RELEASE OF MORTGAGE UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION STRATEGY FOR RECIPEINTS: BOBRA POWELL AND DAVID POWELL; AND TO RELEASE ONE OF TWO LOTS CURRENTLY MORTGAGED.

RECITALS

WHEREAS, St. Johns County, through its SHIP rehabilitation program, provides funds to eligible homeowners for use in connection with repairs to existing homes necessary to be health and safety code compliant as determined by required home inspection conducted by a SHIP program contracted home inspection service for qualified applicants; and

WHEREAS, on February 20, 2015, Bobra and David Powell (the Powells) executed a Security Agreement/Mortgage Lien (the Mortgage) on their property in compliance with the requirements of the SHIP rehabilitation program; and

WHEREAS, the property encumbered by the Mortgage consists of two lots, one of which is unimproved; and

WHEREAS, the Powells wish to sell the unimproved lot; and

WHEREAS, in order to sell the unimproved lot, the Powells have requested that the County release the unimproved lot from the Mortgage; and

WHEREAS, releasing the unimproved lot will not affect the County's lien on the unreleased improved lot; and

WHEREAS, County staff has no objection to releasing the Mortgage with respect to the unimproved lot.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution, and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board hereby approves the terms of the attached Partial Release of Mortgage (the Partial Release) and authorizes the County Administrator, or his designee, to execute the Partial Release substantially in the same form as attached.

Section 3. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. Recordation.

The Clerk of Courts of St. Johns County is instructed to record the Partial Release of Mortgage in the official records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 3 day of ~~September~~ October 2017.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____

James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: *Sam Halterman*
Deputy Clerk



After recording return to:

St. Johns County SHIP Office
Housing and Community Services Division
200 San Sebastian View
St. Augustine, FL 32084

PARTIAL RELEASE OF MORTGAGE

The undersigned, the owner and holder of that certain Security Agreement/Mortgage Lien (the "Mortgage") dated February 20, 2015, made by St. Johns County, a political subdivision of the State of Florida, recorded in Book 4005, Page 1146, of the Official Records of St. Johns County, has been requested to release the property hereinafter described from the lien and operation of the Mortgage.

NOW, THEREFORE, the undersigned, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby remise, release, quitclaim and discharge from the lien and operation of the Mortgage the following property located in St. Johns County, Florida:

Ravenswood Sub Lot 24 Blk 18 OR656/136 & 1195 830 & 831 (P/A) & 1645/121 (L/A)

TO HAVE AND TO HOLD the same with its appurtenances, unto the owner of such property, and its successors and assigns forever. However, nothing herein contained shall in anyway impair, alter or diminish the effect, lien, or encumbrance of the Mortgage on that portion of the property encumbered by the Mortgage and not released hereby, or of any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of Mortgage as of _____, 2017.

Signed, sealed and delivered
in the presence of:

St. Johns County

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of St. Johns County, on behalf of the County. He/She is personally known to me or has produced a Florida driver's license as identification.

(Notary Seal)

Print Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any): _____
My Commission Expires: _____

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Return to: St. Johns County SHIP Office
Housing & Community Services Division
1955 US 1 South, Suite B1
St. Augustine, FL 32086
(904) 827-6895 Fax 827-6899

SECURITY AGREEMENT/MORTGAGE LIEN

UNDER ST. JOHNS COUNTY, FLORIDA,
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
REHABILITATION PROGRAM
(Revised July 2005)

THIS INDENTURE, made this 20th day of February, 2015, between Bobra Powell and David Powell, whose mailing address is 30 Julia St. St. Augustine, FL 32084 and whose street address of the property described below is 30 Julia St. St. Augustine, FL 32084 hereinafter called the "Owner" (Owner refers to singular or plural as the context requires), and St. Johns County, Florida, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000825), whose post office address is c/o Clerk of Circuit Court, P.O. Drawer 300, St. Augustine, Florida 32085, hereinafter called "County";

WITNESSETH:

WHEREAS, the State of Florida, through the County has made available to Owner under the State Housing Initiatives Partnership Program, Chapter 420, Part VIII, Florida Statutes, and St. Johns County Ordinance No. 93-21, hereinafter referred to jointly as SHIP, funds to be used for housing purchase, repair, or other specific programs, primarily to encourage homeownership for very-low, low, or moderate income participants; and

WHEREAS, the parties hereto wish to preclude speculation and windfall profits from the sales of properties assisted with such funds.

NOW, THEREFORE, in consideration of the provision of financial assistance to the Owner for housing repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the Owner has mortgaged, granted, and conveyed to County the following described land situate, lying and being in the County of St. Johns, State of Florida, to-wit:

Ravenswood Sub lots 1 & 24 Blk 18 OR656/136 & 1195/830 & 831 (P/A) & 1645/121 (L/A)

altogether hereinafter referred to as Property, together with all improvements, replacements and additions now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the Property, the said Owner does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT, HOWEVER, to the following terms and conditions each of which the Owner hereby accepts and agrees to:

1. SHIP funds in the amount of ***THIRTY THOUSAND*** dollars (***\$30,000.00***) have been provided to or for the benefit of the Owner to assist in the housing assistance of the Property, the receipt whereof is hereby acknowledged by Owner.
2. Owner agrees that Owner occupies and shall occupy the Property as his or her principal and primary place of residence.
3. If the property shall be sold, refinanced, or transferred, Owner or Owners estate, successors, or assigns, shall be jointly and severally liable to repay to the County certain financial assistance provided

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to Owner under the SHIP program immediately upon the sale, refinance, or transfer of the property, except as provided below.

- a. Transfer means any transfer of Property by deed or inheritance or foreclosure or delivery of possession of the Property for use or occupancy by one other than the Owner whether by contract for deed, lease, or otherwise.
 - b. Owner shall have a zero interest deferred payment SHIP loan/mortgage (recorded as a security agreement) which is forgivable at 5 percent per year for 20 years, prorated on a monthly basis, providing that the home remains owner-occupied and the participants honor all requirements of the deferred payment loan and the subsequent mortgage.
 - c. The SHIP security agreement/mortgage may be transferred and assigned to a Buyer if he/she is in the same or a lower income category as the Owner, to be determined the SHIP Office, and the Buyer executes an acceptance of transfer and assignment as provided by the SHIP Office.
 - d. Owner selling or transferring title to Buyer in income categories higher than his/hers, or renting the home before twenty years have elapsed from date of lien signing, shall immediately pay off that amount remaining to the County upon such sale, transfer or rental.
 - e. If illness or other hardship of the Owner should make it impossible for the Owner to properly care for the Property, or to permanently reside at the property, then the Owner may rent or lease the Property upon written consent of the County Housing Finance Authority (HFA) of St. Johns County, Florida, or whichever committee or board succeeds the HFA, or of the Board of County Commissioners.
 - f. The County may forgive any of the SHIP assistance monies should there be insufficient net proceeds derived from a good faith sale of the Property at market value upon written approval of the HFA. Net proceeds are defined as the amount remaining after all private debts incurred by the Owner to acquire or improve the Property are repaid.
4. Paragraph 3 of this agreement regarding transfer of the subject property shall not apply to a transfer from the Owner to the Owners spouse or ex-spouse pursuant to a court order as part of a divorce action; but if transferred to an Owners spouse or ex-spouse, the agreements contained herein shall run with title to the land and, thereafter, be applicable to any transfer made by the Owners said spouse or ex-spouse.
5. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the property and shall encumber and burden title to the property.
6. THE OWNER UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A MORTGAGE LIEN UPON OWNER PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS OF THE OWNER.
7. In any instance where Owner endeavors to refinance existing or obtain new mortgage(s) that are being secured by the Property, this Security Agreement may only be subordinated according to the terms and conditions of the St. Johns County State Housing Initiatives Partnership Rehabilitation Program Subordination Agreement.
8. The Owner further understands and agrees that any payments received by Owner as a result of false or misleading information submitted to County shall be paid back to the County by the Owner immediately upon discovery of same.
9. All obligations and conditions herein that are applicable to Owner are secured by this mortgage lien. PROVIDED that if the Owner shall meet or pay all obligations described herein and shall comply with all conditions and perform all agreements set forth herein, then this mortgage lien and the estate hereby created shall cease and be null and void.

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IN WITNESS WHEREOF, Owner has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Cheryl A. VanLandingham
(Witness's signature)

Bobra Powell (Seal)
Bobra Powell

Cheryl A. VanLandingham
(Print or type Witness name)

Unavailable to sign
David Eugene Powell

Bobra Powell FL DL# [REDACTED]

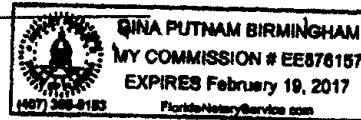
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Security Agreement/Mortgage Lien was acknowledged before me this 24TH day of February, 2015, by who _____ is personally known to me or has produced as identification the following: FL DL and who _____ did or did not take an oath.

[Signature]
Notary Signature

Gina Birmingham
Print or type name of Notary Public

Commission No.:
My Commission Expires:



(To reimburse St. Johns County for the no-interest SHIP loan and to clear the title of this lien, contact SHIP Housing Office or the County Administrator's Office. Cashier check or money order should be made payable to St. Johns Co BCC Local Housing Asst. Trust Fund for repayment of Bobra & David Powell SHIP lien).

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