



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 24-1143, **Version:** 1

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### Interoffice Memorandum

**DATE:** July 20, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

**CONTACT:** Mitchell Glasser, Manager

**PHONE:** 407-836-5190

**DIVISION:** Housing and Community Development Division

**ACTION REQUESTED:**

Approval and execution of Satisfaction of Lien for Mortgage Deed and Mortgage Note executed by Jennifer L. Carrasquillo, dated August 15, 2016, recorded in DOC# 2016439140, Public Records of Orange County, Florida formerly encumbering the real property Lot 20, Block A Hiawassa Highlands, Plat Book W, Page 17 of the Public Records of Orange County, Florida. District 6. (Housing and Community Development Division)

**PROJECT:** Satisfaction of Mortgage Deed and Mortgage Note

**PURPOSE:** On August 15, 2016, the Down Payment Assistance Program provided \$20,000 to Jennifer Carrasquillo in the form of a ten-year deferred payment second mortgage loan. The loan was to be forgiven, without payment, at the end of a ten-year term as long as the home remained the principal residence. Over the past year, Ms. Carrasquillo has had issues with the air conditioning which is causing health and safety issues. She cannot afford to replace the unit, but instead seeks to refinance the home to pay for additional repairs to the home. She has been unable to complete the refinance due in part to the terms and conditions of her second mortgage with Orange County.

Ms. Carrasquillo is requesting Orange County to satisfy its second mortgage based on her circumstances. Staff supports the Satisfaction of Lien to Orange County's Mortgage Deed and Note dated August 15, 2016.

**BUDGET:** N/A



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 13 2024

Prepared by and return to:

Dorenda Christian  
Orange County Housing and Community Development  
525 East South Street  
Orlando, FL 32801

SATISFACTION OF LIEN

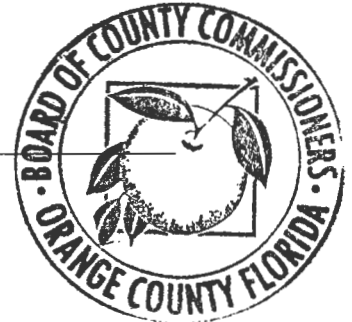
KNOW ALL MEN BY THESE PRESENTS, ORANGE COUNTY does hereby acknowledge satisfaction in full of that certain Mortgage Deed and Note dated **August 15, 2016**, made and executed by **Jennifer L. Carrasquillo** recorded in **DOC# 20160439140**, Public Records of Orange County, Florida, formerly encumbering the real property described to-wit:

Lot 20, Block A, Hiawassa Highlands, according to the map or plat thereof, as recorded in Plat Book W, Page(s) 17, of the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, ORANGE COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION has caused the Satisfaction of Second Mortgage to be executed by its duly authorized officer, this 13 day of August, 2024.

ORANGE COUNTY, FLORIDA

*Bryan Brooks*  
for Jerry L. Demings, Mayor



STATE OF FLORIDA  
COUNTY OF ORANGE

I, the undersigned, a Notary Public in said State, with certificate filed in and for the foregoing County, hereby certify that ~~Jerry L. Demings~~ <sup>Bryan Brooks</sup>, personally known to be and known to me to be the Mayor of Orange County, Florida, and who as such officer executed the foregoing Satisfaction of Second Mortgage personally appeared before me and executed such instrument, in the name of and for and on behalf of said COUNTY, freely and voluntarily for the uses and purposes there expressed, and with full authority so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State as of this 14 day of August, 2024.



CRAIG STOPYRA  
Commission # HH 494965  
Expires May 6, 2028

*Craig Stopyra*  
Notary Public:  
My Commission Expires: May 6, 2028

**MORTGAGE DEED**  
**Orange County, Florida**

**DEFINITIONS**

Words used in multiple sections of this Mortgage document are defined below.

(A) **“Security Instrument”** means this Mortgage document, which is dated **August 15<sup>th</sup>, 2016**, together with all exhibits and/or attachments made a part of this Mortgage and listed hereunder,  
Exhibit A - Legal Description  
Exhibit B – Mortgage Note in the Amount of **\$20,000.00.**

Borrower/Mortgagor  
Initials

(B) **“Borrower”** is **Jennifer L. Carrasquillo, a single person.** Borrower is also the Mortgagor under this Security Instrument.

(C) **“First Mortgage Note”** is the valid purchase money first mortgage approved by Mortgagee.

(D) **“Lender”** is Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”). Lender’s address is **525 E. South Street, Orlando, Florida 32801**, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof. Lender is the Mortgagee under this Security Instrument. Whenever used herein the terms **“Mortgagor”** and **“County Mortgagee”** include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of political subdivisions or corporations.

(E) **“Note”** means the promissory note signed by Borrower and dated **August 15<sup>th</sup>, 2016.** The Note states that for value received, the Borrower promises to pay Lender, in a manner hereinafter specified, the sum of (U.S. **\$20,000.00**) **Twenty Thousand Dollars and no/100**, plus interest if required as hereinafter specified. The term “Note” includes all the notes hereinafter described if more than one.

(F) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(G) **“Loan”** means the debt evidenced by the Note, plus interest, if any, and any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument.

(H) **“Applicable Law”** means all controlling applicable federal, state and local laws, regulations, ordinances and administrative rules and orders (*that have the effect of law*) as well as all applicable final, non-appealable judicial opinions.

(I) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(J) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

(K) **“Default”** is defined in the Mortgage Note under the default section, which indicates those actions that constitute default for the purposes of this Mortgage.

THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1) and 201 FLORIDA STATUTES.

This instrument prepared by:  
Nikki J. Everett for Anhkhoea Dang, Senior Housing Development Assistant  
Orange County Housing & Community Development  
525 E. South St.  
Orlando, FL 32801

Borrower’s Initials SC Date 8-15-16

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Orange County, Florida, Mortgage Deed

Down Payment Assistance Program

Revised 09/2013

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the property, as described in Exhibit A - Legal Description, which is situated in Orange County, Florida.

**SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF**

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the “Property.”

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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.*

**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.**

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**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.

**ANY DEFAULT** in any mortgage note, or lien of record, including, but not limited to, the Orange County 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 considered one basis, but not the sole or limiting basis, for authorizing the Mortgagee to declare a default.

Borrower’s Initials JC Date 8-15-16

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.** Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**NOTICE.** Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provides herein, and (b) any notice to the Lender shall be given by certified or registered mail, postage prepaid, sent to the Lender at 525 E. South Street, Orlando, Florida 32801, or to such other address as may hereafter be designated by written notice from the Lender to the Borrower herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

**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 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 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 and 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 agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants set forth in 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.

Borrower's Initials JC Date 8-15-16

This Mortgage Deed, which secures the payment of that certain Orange County Mortgage Note made by Mortgagor to Mortgagee dated the same date as this Mortgage Deed is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of **One Hundred Thirteen Thousand dollars and no/100**, dated **August 15<sup>th</sup>, 2016**, made by Mortgagor payable to **Wells Fargo Bank, N.A.** (the "First Mortgage Note") and secured by that certain Mortgage from Mortgagor to **Wells Fargo Bank, N.A.** dated **August 15<sup>th</sup>, 2016**, and recorded simultaneously in the Public Records of Orange County, Florida (the "Florida Mortgage").

If each and every one of the agreements, stipulations, conditons 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.

If the owner of the First Mortgage has given written notice of a default under the Mortgage it owns and holds to the Manager of Orange County Housing and Community Development and the County has not cured such default within thirty (30) days after receipt of such notice, such Mortgagee may foreclose its mortgage lien on the Property. At the time such Mortgagee obtains title to the Property the repayment obligations herein shall thereafter have no further force and effect against the Property and shall automatically terminate. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event (i.e. foreclosure or deed in lieu) obtains an ownership interest in the Property. The party seeking a release of lien shall pay all costs of preparing and recording such release.

Borrower's Initials SO Date 8-15-16

**MORTGAGE NOTE (Exhibit "B")**  
Orange County, Florida

**THIS MORTGAGE NOTE** ("Security Agreement") is made on this 15<sup>th</sup> day of **August, 2016**. The grantor is **Jennifer L. Carrasquillo**, (herein "Borrower/Mortgagor") whose address is **2209 Villano Avenue, Orlando, FL 32818**. This Security Instrument is given to Orange County ("County"), Florida, a charter county and political subdivision of the State of Florida. Lender's address is **525 E. South Street, Orlando, Florida 32801**, or at such a place as may hereafter be designated by written notice from the County ("Lender") to the Borrower/Mortgagor hereof. Borrower owes Lender the principal sum of **(U.S. \$20,000.00) Twenty Thousand Dollars and no/100**. This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

This Note and Mortgage securing same shall be for a period of **ten (10) years at zero percent interest**, beginning on the date of execution of this Note and the accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default occurs, the Mortgage Note shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.
- B. This debt shall be permanently forgiven **ten (10) years** after the date of the execution of this Note.

Since public funds are the source of funding for this program, it is the policy of the County not to subordinate this note, except in certain refinancing circumstances. Requests for subordination must include, but is not limited to, the following information:

- 1. A formal loan commitment from a mortgage lender that actively participates in the issuance of mortgages.
- 2. Terms and conditions of the proposed mortgage including a "Good Faith Estimate" of the closing costs for the proposed loan.
- 3. A letter from the principal requesting subordination and justification for the request
- 4. Any additional documentation that is determined to be necessary by the County

Borrower's Initials JC Date 8-15-16

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The information provided will be reviewed to determine approval/denial of the request based on the impact of refinancing on the principal's future affordability. The decision shall rest in the sole discretion of the County based upon the County's evaluation of the documents.

**Under no circumstances shall the County be under any obligation to subordinate.**

**Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of

- (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or
- (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower'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 (other than the Borrower or a related entity of the Borrower), 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 Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that
  - (i.) the Lender has been given written notice of a default under the First Mortgage,
  - (ii.) the Lender shall not have cured the default under the First Mortgage within the thirty (30) day period provided in such notice sent to the Lender, and
  - (iii.) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this SHIP loan.

Borrower's Initials

  *JD*  

Date

  8-15-16  

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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 or any transfer of interest in subject home and real property, within **ten (10) years** of the execution of this Note, by maker or maker's successors.
2. Refinancing of the property without prior consent from the County.
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 comply with the terms and conditions of the accompanying Mortgage Deed of even date.
6. 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 County's failure to excuse the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

Before the County accelerates the payment due or commences any action under the Mortgage Note, the Mortgage Deed or any other document related thereto, the County agrees to deliver a written notice of each default under either the Mortgage Note or the Mortgage Deed (the "Subordinate Loan Default") to the holder of the First Mortgage Note and the First Mortgage Deed (the "Senior Lender") within ten (10) business days after the occurrence of the Subordinate Loan Default. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within thirty (30) days from the date that it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Lender to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of the First Mortgage.

Before the County accelerates the payment due or commences any action under the Mortgage Note, the Mortgage Deed or any other document related thereto, the County must obtain the written consent of the Senior Lender.

Borrower's Initials SCY Date 8-15-16

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.**

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action. Mortgagee additionally requests the Mortgagor to provide notice to the Mortgagee of any default on any mortgage or other credit obligation, which may lead to an encumbrance on the property described in exhibit "A." Said request for notice shall be given within thirty (30) days of said default.

**NOTICE.** Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the property's address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to the Lender shall be given by certified or registered mail, postage prepaid, sent to the Lender at 525 E. South Street, Orlando, Florida 32801, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof.

**MISCELLANEOUS PROVISIONS**

This Mortgage Note and the Mortgage Deed securing payment of this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of **One Hundred Thirteen Thousand dollars and no/100**, dated **August 15<sup>th</sup>, 2016**, made by borrower payable to **Wells Fargo Bank, N.A.** (the "First Mortgage Note").

The Maker and the County agree that a Subordinate Loan Default shall constitute a default under the First Mortgage Note, First Mortgage and any other related loan documents (the "First Mortgage Loan Documents") and the Senior Lender shall have the right, but not the obligation, to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other default thereunder.

The County consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the repayment of money.

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 presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether brought by suit 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.

Borrower's Initials \_\_\_\_\_ Date \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

Melissa Milligan  
Signature

Jennifer Carrasquillo  
Signature

Melissa Milligan  
Print or Type Name

**Jennifer L. Carrasquillo**  
Print or Type Name

Address: **2209 Villano Avenue**  
**Orlando, FL 32818**

STATE OF FLORIDA  
COUNTY OF Orange

I HEREBY CERTIFY that on this 15<sup>th</sup> day of **August, 2016**, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Jennifer L. Carrasquillo**, a single person, who executed the foregoing instrument and who acknowledge before me that she executed the same and she is personally known to me or who has 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.

Melissa A. Milligan

Name:  
Notary Public  
Commission Expires: \_\_\_\_\_



Borrower's Initials JC Date 8-15-16

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 20, Block A, Hiawassa Highlands, according to the map or plat thereof, as recorded in Plat Book W, Page(s) 17, of the Public Records of Orange County, Florida

Borrower's Initials

SC

Date

8-15-16

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Orange County, Florida, Mortgage Deed

Down Payment Assistance Program

Revised 09/2013