

Board of County Commissioners Agenda Request

Date of Meeting: May 6, 2016

Date Submitted: May 17, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Anita DeSilva, SHIP Administrator
David Weiss, County Attorney

Subject: Partial Release of property from SHIP Mortgage from Sylvia Cooper

Statement of Issue:

This agenda item seeks Board approval and authorization for the Chairperson to execute a partial release of property from the SHIP Mortgage from Sylvia Cooper.

Background:

On August 11, 2010, Sylvia Cooper entered into a contract with Cedric Banks to purchase a parcel of property described as Lot 3, Block B of Hilltop Subdivision. On November 17, 2010, Cedric Banks executed a deed to Sylvia Cooper, purporting to convey Lots 1, 2, and 3. Also on November 17, 2010, Silvia Cooper executed the SHIP Mortgage to Gadsden County. At that time, Cedric Banks had already conveyed Lot 1 to Carla Dudley. On September 20, 2011, Silvia Cooper executed a Quitclaim Deed, conveying Lots 1 and 2 back to Cedric Banks.

Analysis:

From a review of the SHIP file, contract, and recorded deeds, it appears that the parties only intended to convey Lot 3, and that the County only intended to take a SHIP Mortgage on Lot 3. However, by mistake, the November 17, 2010 deed and SHIP Mortgage also included Lots 1 and 2. The deed could not have conveyed and the SHIP Mortgage could not have encumbered Lot 1 because it was owed by Carla Dudley, but the SHIP Mortgage continues to encumber Lot 2. Staff has verified that all improvements have been made to Lot 3 only.

Fiscal Impact:

If the County executes the Partial Release, the SHIP Mortgage will no longer encumber and the County will not hold as collateral for the SHIP loan Lot 2. However, the SHIP Mortgage will continue to encumber Lot 3, which will continue to serve as collateral for the SHIP loan.

Options:

1. Approve the partial release of Lots 1 and 2 from the SHIP Mortgage and authorize the Chairperson to execute the Partial Release
2. Do not approve the partial release of Lots 1 and 2 from the SHIP Mortgage.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. Partial Release;
2. SHIP Mortgage;
3. Contract;
4. Deeds;
5. Parcel printout and map.

This Instrument Prepared By:
Hayward Title Group
Blake Hayward, Esq.
2121-G Killarney Way
Tallahassee, FL 32309

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Gadsden County State Housing Initiative Partnership & Impact Fee Proviso Program, the owner and holder of a certain Mortgage, executed by Sylvia B. Cooper, to Gadsden County State Housing Initiative Partnership & Impact Fee Proviso Program, recorded in OR Book 741, Page 1583, of the Public Records of Gadsden County, Florida. Mortgagee hereby does remise, release, quit-claim, exonerate and discharge from the lien and operation of the said mortgage, that certain portion of the premises conveyed by said mortgage, more particularly described as follows:

Lots 1 & 2, Block B, Hilltop North, according to the Plat thereof as recorded in Plat Book 2, Page 95, of the Public Records of Gadsden County, Florida.

TO HAVE AND TO HOLD, the same with the appurtenances, unto the said mortgagor, heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof, provided always, nevertheless, and that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of premises not hereby released therefrom or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF the said party has caused these presents to be executed this ____ day of _____, 2016.

Signed, sealed and delivered

in the presence of:

Gadsden County State Housing Initiative
Partnership & Impact Fee Proviso Program

(Print Name)

By:
Its:

(Print Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____ as _____ of Gadsden County
State Housing Initiative Partnership & Impact Fee Proviso Program, who is personally known to me or
who produced _____ as identification.

Notary Public

Notary Seal:

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
SPECIAL ASSESSMENT LIEN**

THIS AGREEMENT, MADE THIS 17TH day of November, 2010 by and between SYLVIA B. COOPER whose address is 318 WEAVER ROAD QUINCY, FLORIDA 32352 hereinafter referred to as "Owner-Occupant" and Gadsden County through its State Housing Initiative Partnership & Impact Fee Proviso Program, hereinafter referred to as "**SHIP & IFP Program**", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 4071N2W15310000B0030
Lots 1, 2, 3, Block "B", of Hilltop North, as per map or plat thereof as recorded in Plat Book 2, Page 95 of the Public Records of Gadsden County, Florida.

WITNESSETH:

WHEREAS, The Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the State Housing Initiative Partnership (**SHIP**) & Impact Fee Proviso (**IFP**) Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the **SHIP & IFP** Program remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, In consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **ELEVEN THOUSAND DOLLARS & 00/100 (\$11,000.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
SPECIAL ASSESSMENT LIEN**

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement**, the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the SHIP Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
SPECIAL ASSESSMENT LIEN**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Verleena Banks
Witness

VERLEENA BANKS
Witness

[Signature]
Witness

Shermy Fordham
Witness

Sylvia B. Cooper
Owner-Occupant, **SYLVIA B. COOPER**

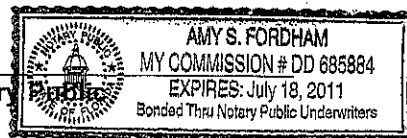
Owner-Occupant,

**STATE OF FLORIDA
County of Leon**

Sworn to and subscribed before me, the undersigned authority, this 17th of NOVEMBER, 2010 personally appeared **SYLVIA B. COOPER** of **318 WEAVER ROAD QUINCY, FLORIDA 32351** who acknowledged before me that he/she freely and voluntary executed this agreement for the purpose therein expressed.

[Signature]
Signature of Notary Public-State of Florida

Print, Type or Stamp Name of Notary



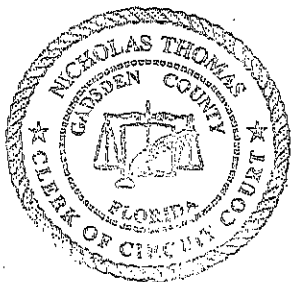
[] Personally known to me, or
[x] Produced Identification: VALID FLORIDA IDENTIFICATION CARD
Type of identification

This instrument prepared by: **Phyllis R Moore P. O. Box 1799, Quincy, FL 32353**

Attest:
Nicholas Thomas
CLERK OF THE CIRCUIT COURT

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

Sherie Taylor
CHAIRMAN, BOARD OF COUNTY COMMISSIONER



CV CONSTRUCTION SERVICES INC.
CONTRACT FOR SALES AND PURCHASE

PARTIES: CV Construction Services Inc., hereinafter called SELLER and Sylvia Cooper, hereinafter called BUYER, hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth:

LEGAL DESCRIPTION of real estate and PROPERTY ADDRESS: 1670 Martin Luther King Blvd; Midway, FL (parcel ID# 4-07-1N-2W-1531-0000B-0030) Lot #3 Blk B of Hilltop Subdivision in Midway, FL.

CLOSING AND POSSESSION: This contract shall be closed and the deed delivered on or before September 30, 2010. Possession of the property shall be delivered to BUYER at closing. Upon execution of this contract, BUYER is accepting the property in its existing condition as a vacant lot. Upon closing and possession of property, BUYER assumes risk of loss, holds SELLER harmless for any claims for injury to BUYER or any other parties, and BUYER is responsible for maintenance of property. If for any reason, the property is not closed and the deed is not delivered on or before September 30, 2010 because of BUYER's default, this contract shall be null and void and the SELLER shall have the right to sell the property to a third party.

METHOD OF PAYMENT: Lump sum payment due at closing shall be tendered in certified funds in the amount of \$15,000.00.


TOTAL PURCHASE PRICE: \$ 15,000.00

BUYER SHALL PAY FOR THE FOLLOWING: Title Insurance plus fees, Mortgagee's Title Insurance plus endorsements, Title Insurance cost, Loan origination fee, Loan discount points, Intangible tax on mortgage, Documentary stamps on notes, Recording fees, Credit Report, Appraisal fee, Final Survey fee, Flood certification letter if applicable, any loan cost required by lender, any loan cost in excess of seller's contribution, prepaid interest, taxes, hazard Insurance and homeowner dues, prepaid mortgage insurance, buyer's attorney fees, seller's attorney's fees.

SELLER SHALL PAY FOR THE FOLLOWING: Documentary stamps on deed, mortgage satisfaction and recording fees.


Sylvia Cooper, Buyer

8-11-10
Date


Cedric Banks, Seller

8-11-10
Date

This Instrument Prepared by: Barbara Jean "BJ" Heideman

1400 Metropolitan Boulevard
Tallahassee, Florida 32308
 576 PAGE 1452-1453
 O.R. BOOK REC. NICHOLAS THOMAS, CLERK
 GADSDEN CO. FLORIDA

0301325

03 OCT 21 AM 11:15

FTS# 03-750HH

Property Appraisers Parcel I.D.(Folio) Number(s):

Grantee(s) Social Security # (s):

WARRANTY DEED

This **Warranty Deed** made the 20th day of October, 2003, by **Lex C. Thompson, a married man**, whose post office address is 6863 Proctor Road, Tallahassee, FL 32309 hereinafter called the grantor, to **Cedric Banks**, whose post office address is 10543 Casanova Drive, Tallahassee, FL 32311 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Gadsden County, Florida**, viz:

See **EXHIBIT "A"** attached hereto and made a part hereof.

THE GRANTOR HEREBY WARRANTS THAT THE PROPERTY CONVEYED DOES NOT CONSTITUTE HOMESTEAD PROPERTY NOR IS IT ADJACENT TO HOMESTEAD PROPERTY OWNED BY THE GRANTOR.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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 of all encumbrances, except taxes accruing subsequent to December 31, 2002, subject to restrictions, reservations, and easements of record, if any, which are not re-imposed hereby.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Lex Heideman
 Witness One

BJ Heideman
 Type/Print Name

Melinda Mills
 Witness Two

Melinda Mills
 Type/Print Name

Lex C. Thompson L.S.

Documentary Tax Pd. \$ 231.00 L.S.
 \$ _____ Intangible Tax Pd.
NICHOLAS THOMAS, CLERK, GADSDEN COUNTY
 By G. Parrish 10-21-03
 Deputy Clerk Date

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of October, 2003, by **Lex C. Thompson, a married man**, who:

- (☒) is/are personally known to me,
 (☒) produced driver's license as identification, or
 () produced _____ as identification

Barbara Jean Heideman
 Notary Public

(SEAL)

MY COMMISSION EXPIRES:

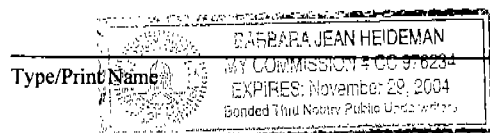


EXHIBIT "A"

OR 576 PG 1453

Lots 1, 2, and 3, Block "B", of HILLTOP NORTH, as per map or plat thereof as recorded in Plat Book 2, Page 95 of the Public Records of Gadsden County, Florida.

THIS INSTRUMENT PREPARED BY:
Messer, Caparello & Self, P.A.
Layna Kirkham
2618 Centennial Place
Tallahassee, FL 32308

RECORD AND RETURN TO:
Messer, Caparello & Self, P.A.
2618 Centennial Place
Tallahassee, FL 32308

FILE # 100005530 RCD:06/25/2010 @ 1:10 PM
Nicholas Thomas, Clerk Circuit Court Gadsden Co

OFFICIAL RECORDS
BK 733 PG 266
Record Fee: 10.00
DOC STAMPS 70.00

100005530

RE PARCEL ID #: 4071n2w15310000b0100 *08*
CONTRACT SALES PRICE: ~~\$120,000.00~~ 10,000.00

WARRANTY DEED

THIS WARRANTY DEED made this **9th day of June, 2010** by **Cedric Banks**, hereinafter referred to as Grantor, whether one or more, and whose address is **10543 Casanova Drive, Tallahassee, FL 32311**, to **Carla F. Dudley**, hereinafter referred to as Grantee, whether one or more, and whose address is **601 Lincoln Street, Quincy, FL 32351**

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described land situate, lying and being in the County of **Gadsden**, State of **Florida** to wit:

Lot 1, Block B, Hilltop North, as per map or plat thereof recorded in Plat Book 2, Page 95, of the Public Records of Gadsden County, Florida.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE HOMESTEAD PROPERTY.

SUBJECT TO taxes accruing subsequent to **December 31, 2009**.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor 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 of all encumbrances.

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

Signed, sealed and delivered in our presence:

Monica M. Evans
Monica M. Evans

Witness

Phyllis R. Moore
Phyllis R. Moore
Witness

Cedric Banks
Cedric Banks

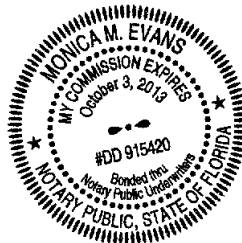
STATE OF **Florida**
COUNTY OF **Leon**

The foregoing instrument was acknowledged before me this 9th day of June, 2010 by Cedric Banks. *He/She/They* have produced *B personally known to me* as identification. *me*

Monica M. Evans
Notary Public, County and State Aforesaid
Monica M. Evans
Notary Printed Signature

My commission expires: _____

Documentary Stamps in the amount of **\$70.00** have been paid.



Return to: Sherry Fordham
Name: Stewart Title Company
Address: 3301 Thomasville Road, Suite 202
Tallahassee, Florida 32308

Record Fee: 10.00
DOC STAMPS 105.00

This Instrument Prepared by:
Sherry Fordham
Stewart Title Company
3301 Thomasville Road, Suite 202
Tallahassee, Florida 32308

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
4-07-1N-2W-1531-0000B-0030
File No:1008824 - 1601

WARRANTY DEED

This Warranty Deed Made the 17th day of November, 2010, by Cedric Banks, , hereinafter called the grantor, whose post office address is: 10543 Casanova Dr Tallahassee FL 32317

to Sylvia B. Cooper, a single woman, whose post office address is: 1670 MLK Blvd, Midway, Florida 32343, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$15,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Gadsden County, Florida**, to wit:

Lots 1, 2, and 3, Block "B", of Hilltop North, as per map or plat thereof as recorded in Plat Book 2, Page 95 of the Public Records of Gadsden County, Florida.

The property is **not** the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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 of all encumbrances, except taxes accruing subsequent to 2010, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)

Witness Signature: _____

Printed Name: _____

Sherry Fordham
Sherry Fordham

Cedric Banks
Cedric Banks

Witness Signature: _____

Printed Name: _____

James L. Davis
James L. Davis

Witness Signature: _____

Printed Name: _____

Witness Signature: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 17th day of November, 2010, by Cedric Banks, who is/are personally known to me or who has/have produced driver license(s) as identification.

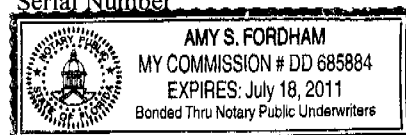
My Commission expires:

(SEAL)

Amy S. Fordham
Notary Public Signature

Printed Name: _____

Serial Number _____



Return to:
Name:
Address:

This Instrument Prepared by:
David Zein-Eldin
Stewart Title Company
3301 Thomasville Rd. #202
Tallahassee, FL 32308

OFFICIAL RECORDS
BK 751 PG 1134

110007949

Record Fee: 10.00

DOC STAMPS .70

FILE # 110007949 RCD:10/05/2011 @ 12:00 PM
Nicholas Thomas, Clerk Circuit Court Gadsden Co

Property Appraisers Parcel I.D. (Folio) Number(s):

QUITCLAIM DEED
(INDIVIDUAL)

THIS INDENTURE, Made this 30th day of September, 2011, by and between **Sylvia B. Cooper**, a single woman, of the County of Gadsden, in the State of Florida hereinafter collectively referred to as "Seller", and

Cedric Bank, of the County of Leon, in the State of Florida whose post office address is: 10543 Casanova Dr., Tallahassee, FL 32317 hereinafter collectively referred to as "Buyer",

WITNESSETH: That Seller, for and in consideration of the sum of \$0.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in **Gadsden** County, Florida, to wit:

Lots 1 and 2, Block "B", of Hilltop North, as per map or plat thereof recorded in Plat Book 2, Page 95 of the Public Records of Gadsden County, Florida

The property being conveyed is not the homestead of the grantor

This deed is being executed to convey property back to Cedric Bank which was inadvertently included in the deed recorded in Official Records Book 739, Page 557 of the Public Records of Gadsden County, Florida.

To Have and to Hold, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns forever.

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)

Witness Signature: _____
Witness Printed Name: Sherry Proctor
Witness Signature: _____
Witness Printed Name: David Zein-Eldin

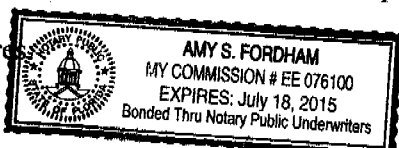
Sylvia B. Cooper
Sylvia B. Cooper

Witness Signature: _____
Witness Printed Name: _____
Witness Signature: _____
Witness Printed Name: _____

STATE OF **FLORIDA**
COUNTY OF Leon

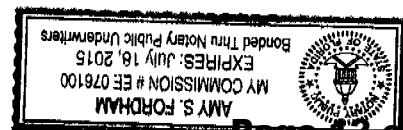
The foregoing instrument was acknowledged before me this 30th day of September, 2011, by **Sylvia B. Cooper**. He/she is personally known to me or has produced driver license(s) as identification.

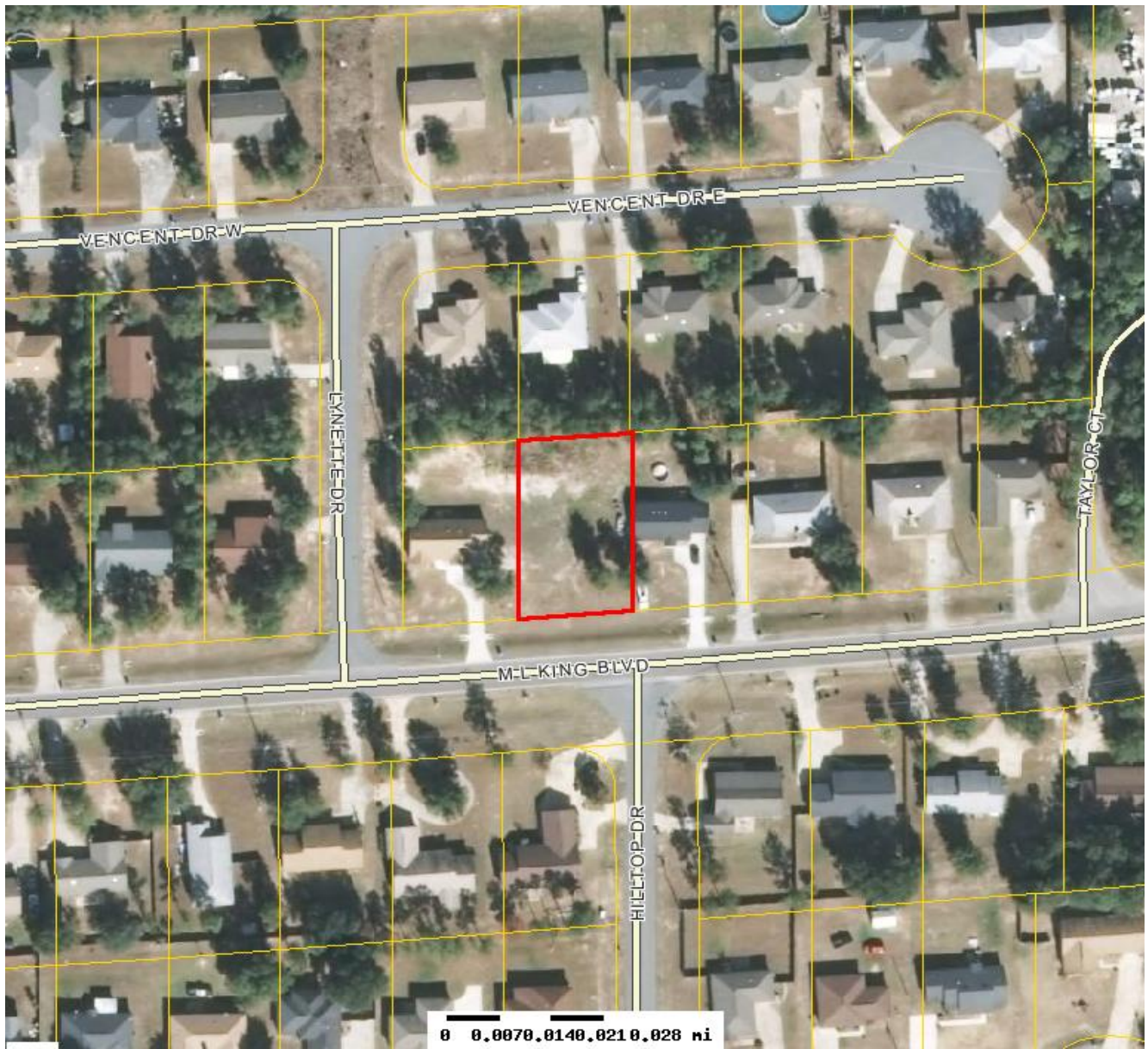
My Commission expires



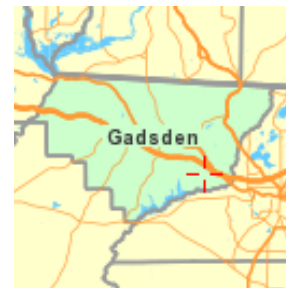
Amy S. Fordham
Notary Public Signature
Printed Name: _____
Serial Number _____

(SEAL)





| Gadsden County Property Appraiser | | | |
|---|--|----------------|--------|
| Parcel: 4-07-1N-2W-1531-0000B-0020 Acres: 0 | | | |
| Name: | BANK CEDRIC | Land Value | 8,500 |
| Site: | 1686 M L KING BLVD | Building Value | 0 |
| Sale: | 100 on 09-2011 Reason=U Qual=N | Misc Value | 2,500 |
| Mail: | 10543 CASANOVA DR TALLAHASSEE, FL 32317 | Just Value | 11,000 |
| | | Assessed Value | 11,000 |
| | | Exempt Value | 0 |
| | | Taxable Value | 11,000 |



The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GADSDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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