

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 21, 2007

Division: Monroe County Housing Authority

Bulk Item: Yes No

Department: SHIP PROGRAM

AGENDA ITEM WORDING: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE OFF OF A \$14,000.00 SHIP SECOND MORTGAGE.

ITEM BACKGROUND: The purpose of this amendment is to write off a SHIP Second Mortgage in the amount of \$14,000 dated March 15, 1995. SHIP's position was not protected since there was not sufficient equity to allow for recovery.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION:

Approval

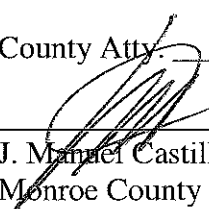
TOTAL COST: \$-0- **BUDGETED:** Yes No

COST TO COUNTY: \$-0- **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes No **AMOUNT PER:** Month Year

APPROVED BY: County Atty. OMB/Purchasing Risk Management

APPROVED BY: _____


J. Manuel Castillo, Sr., Executive Director
Monroe County Housing Authority

DOCUMENTATION: Included To Follow Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

RESOLUTION NO. _____ 2007

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE WRITE-OFF OF A \$14,000.00 SHIP SECOND MORTGAGE.

WHEREAS, the Monroe County SHIP Program closed a SHIP Second Mortgage in the amount of \$14,000.00 on 3/15/95, secured by the property located at 137 Atlantic Ave., Key Largo, Florida; and

WHEREAS, the First Mortgagee (Glendale Federal Bank, F.S.B.), filed a foreclosure action in 1998; and

WHEREAS, the SHIP Mortgage position was not protected since there was not sufficient equity to allow for a recovery; and

WHEREAS, the First Mortgagee took title to the property on December 23, 1998.

NOWHEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Monroe County, Florida that the County hereby:

Authorizes the write-off of a SHIP Second Mortgage Loan in the amount of \$14,000.00 formerly secured by the property located at 137 Atlantic Ave., Key Largo, Florida.

PASSED AND ADOPTED, by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the 21st day of March, A.D., 2007.


BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Mario Di Gennaro

Mayor Di Gennaro _____
Mayor Pro Tem Spehar _____
Commissioner McCoy _____
Commissioner Murphy _____
Commissioner Nugent _____

SEAL:

ATTEST:

Approved as to legal sufficiency: FORREST  _____
Date: 2/25/07

CASE NO. 98-20451-CA-09

was sold to: FEDERAL NATIONAL MORTGAGE ASSOCIATION
C/O SMITH & HIATT P/A.
whose address is: 2691 EAST OAKLAND PARK BLVD SUITE 303
FT LAUDERDALE, FL 33306

WITNESS my hand and the seal of this Court on

1999

January 7,



KOLHAGE
Clerk of the Circuit Court

Heidi Frederich
Clerk

FILE #1102425
BK#1554 PG#2199

MONROE COUNTY
OFFICIAL RECORDS

FILED FOR RECORD
98 NOV 12 AM 11:47

DANNY L. KOLEHAGE
CLERK
CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY
OFFICIAL RECORDS
FILE #1095371
BK#1547 PG#1190

RCD Nov 30 1998 11:57AM
DANNY L KOLEHAGE, CLERK

IN THE CIRCUIT COURT FOR MONROE
COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. 98-20451-CA-09

GLENDALE FEDERAL BANK, F.S.B.,

Plaintiff,

vs.

ELLEN S. WILKINS (SSN: 589-03-6315);
MONROE COUNTY; UNKNOWN TENANT NO. 1;
UNKNOWN TENANT NO. 2; and ALL UNKNOWN
PARTIES CLAIMING INTERESTS BY, THROUGH,
UNDER OR AGAINST A NAMED DEFENDANT
TO THIS ACTION, OR HAVING OR CLAIMING TO
HAVE ANY RIGHT, TITLE OR INTEREST IN THE
PROPERTY HEREBIN DESCRIBED,

Defendants.

**SUMMARY FINAL JUDGMENT
OF FORECLOSURE**

THIS ACTION came before the Court upon pleadings and proofs submitted herein, the motion of the Plaintiff for the entry of a Summary Final Judgment, and on the evidence presented,

IT IS ADJUDGED THAT:

1. This Court has jurisdiction of the subject matter hereof and the parties hereto. The equities of this action are with the Plaintiff. There is due to the Plaintiff the sums of money as hereafter set forth:

RECEIVED 11/12/98 AT PK
SENT TO KEY FOR RECORDING

16
YH

A.	Principal balance as of 4-1-98	\$	79,688.65
B.	6.80% interest at \$14.85 per diem from 3-1-98 thru 9-4-98		2,791.80
C.	6.80% interest at \$14.85 per diem from 9-5-98 thru 11-9-98		980.10
D.	Advance for Insurance		715.68
E.	Title Search		275.00
F.	Filing Fee		91.00
G.	Service of Process		142.10
H.	Defendant Location Search		79.50
I.	Publication of Notice of Action		114.00
J.	Attorney's Fees		\$ <u>1,540.00</u>
	TOTAL:		\$ <u>86,417.83</u>

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 BK # 1547 Pg # 1191

2. Plaintiff is entitled to recover the attorneys' fees set forth above as compensation for the hours reasonably expended as set forth in the filed affidavit.

3. A lien is held by the Plaintiff for the total sum specified in paragraph 1, plus interest, superior in dignity to any right, title, interest, or claim of the Defendants upon the mortgaged property herein foreclosed situate, lying and being in Monroe County, Florida, to-wit:

LOT 13, BLOCK 1, HARRIS OCEAN PARK ESTATES, ACCORDING TO THE PLAT
 THEREOF, RECORDED IN PLAT BOOK 4, AT PAGE 126, OF THE PUBLIC RECORDS
 OF MONROE COUNTY, FLORIDA

4. If the total sum due to the Plaintiff, plus interest on the unpaid principal at the rate prescribed in the note and mortgage to date, and at the current statutory interest rate after the date through which interest is calculated in paragraph 1 above, and all costs of this proceeding incurred after the date of this Judgment are not forthwith paid, the Clerk of this Court shall

sell that property at public sale at 11 a.m. on the 18 day of December, 1998, to the highest bidder or bidders for cash at the front door of the Monroe County Courthouse, 500 Whitehead Street, Key West, Florida, 33040, after having first given notice as required by Section 45.031, Florida Statutes, except the Clerk shall not conduct the sale unless the Plaintiff or its representative is present to bid.

5. Plaintiff shall advance the cost of publishing the Notice of Sale and shall be reimbursed by the Clerk out of the proceeds of the sale if the Plaintiff is not the purchaser of the property. The purchaser at the sale shall pay, in addition to the amount bid, the Clerk's fee and documentary stamps to be affixed to the Certificate of Title.

6. The Plaintiff may assign the Judgment or the bid to a third party without further order of the Court.

7. If the Plaintiff or Plaintiff's assignee is the purchaser at the sale, the Clerk shall credit on the bid of the Plaintiff or Plaintiff's assignee the total sum herein found to be due the Plaintiff or such portion thereof as may be necessary to pay fully the bid of the Plaintiff or Plaintiff's assignee.

8. On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying:

- A. All of Plaintiff's costs,
- B. Plaintiff's attorneys' fees,
- C. The total sum due to Plaintiff as set forth above, less the items paid, with interest at the current statutory interest rate from the date through which interest is calculated in paragraph 1 above to the date of the sale. If the Plaintiff has to advance money to protect its mortgage lien, the Plaintiff shall certify by affidavit to the Clerk and the amount due to Plaintiff

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shall be increased by the amount of such advances without further order of the Court.

D. The remaining proceeds, if any, shall be retained by the Clerk pending further Order of the Court.

9. Upon filing the Certificate of Sale, the Defendants and all persons claiming under or against them since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, and the purchaser at the sale shall be let into possession of the property. The Clerk of the Court is hereby specifically authorized to issue a Writ of Possession for the property which is the subject matter of this action, located at 137 Atlantic Avenue, Tavernier, Florida, 33070-2908, and the Sheriff is hereby authorized to serve the Writ forthwith.

10. The Court retains jurisdiction of this action to enter further orders as are proper including, without limitation, deficiency judgments.

DONE AND ORDERED in Chambers at the Monroe County Courthouse, Key West, Florida on November 9, 1998.


Circuit Judge

Copies furnished:

11/10 ✓ TO ALL THOSE ON THE ATTACHED SERVICE LIST

FILE #109537193
BK#1547 PG#1193

SERVICE LIST
CASE NO. 98-20451-CA-09

Ellen S. Wilkins
Last known address:
137 Atlantic Avenue
Tavernier, FL 33070

Stuart G. Schurr, Esq.
310 Fleming Street
Key West, FL 33040

Unknown Tenant No. 1 n/k/a Cynthia Parker
137 Atlantic Avenue
Tavernier, FL 33070

Unknown Tenant No. 2 n/k/a Keith Norrie
137 Atlantic Avenue
Tavernier, FL 33070

Robert A. Smith, Jr., Esquire
Smith & Hiatt, P.A.
Attorneys for Plaintiff
2691 East Oakland Park Boulevard
Suite 303
Fort Lauderdale, Florida 33306

FILE # 1095371
BK# 1547 PG# 1194

MONROE COUNTY
OFFICIAL RECORDS

MONROE COUNTY
OFFICIAL RECORDS

21 April, 1999
Revised 10/06/93
FL (Conventional)

FILE #1121243
BK#1573 PG#1775

REC# A986017

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 21st day of APRIL, 1999, by and between FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under and existing pursuant to the laws of the United States, hereinafter called Grantor, and NELSON J. FINNER AND TERESITA FINNER, HIS WIFE OF 16279 SW 81st, MIAMI, FL. 33143 and their assigns, hereinafter called Grantee

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN and 00/100'S DOLLARS (\$10.00) in hand paid by Grantee and other valuable considerations, the receipt whereof is acknowledged, hereby grants, bargains and sells to the said Grantee, forever, the following described land in the County of MONROE, State of Florida, to-wit:

The property is commonly known as 137 ATLANTIC AVENUE, TAVERNIER, FLORIDA 33070 and is more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the above-described property, with appurtenances, unto the said Grantee, and their assigns, forever, subject to covenants and restrictions of record, zoning and land use restrictions imposed by governmental authorities, and matters an accurate survey would reveal,

AND SAID GRANTOR does hereby specially warrant the title to said lands and will defend the same against the lawful claims of any person whomsoever claiming by, through, or under the said Grantor.

IN WITNESS WHEREOF the undersigned Federal National Mortgage Association has caused these presents to be signed in its name by its undersigned officers, and its corporate seal affixed this 21st day of APRIL, 1999.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

(CORPORATE SEAL)

By: [Signature]
TONYA S. WIMBERLY, Vice President

Signed, sealed and acknowledged in the presence of



Attest: [Signature]
TERESA M. FOLEY, Assistant Secretary

[Signature]
SHALENE GREEN - Witness

[Signature]
CERYL FURFESON - Witness

RCD Apr 30 1999 02:23PM
DANNY L KOLHAGE, CLERK

STATE OF TEXAS) ss.
COUNTY OF DALLAS)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared TONYA S. WIMBERLY, and TERESA M. FOLEY, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the county and State last aforesaid this 21st day of APRIL, 1999.

[Signature]
Notary Public, TEXAS
My Commission Expires:

This instrument was prepared by:
Office of Regional Counsel
Federal National Mortgage Assn.
13455 Noel Road, Suite 600
Dallas, TX 75240-5003

(Seal)



MONROE COUNTY
OFFICIAL RECORDS