



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/7/2022 Meeting Date: 9/20/2022

Name: John Crews Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "John Crews", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

The County has received a check for the remainder of the SHIP Lien owed by Kenneth Fralick. This item will release the lien for Kenneth Fralick

2. Recommended Motion/Action:

Approve release of lien

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

September 1, 2022

Mr. David Kraus
Columbia County Manager
PO Drawer 1529
Lake City, FL 32056

RE: Columbia County SHIP client Kenneth Fralick

Dear Mr. Kraus:

Enclosed is check #51978 from TIMIOS, Inc., dated August 30, 2022, made payable to Columbia County SHIP in the amount of \$8,738.26 for the above SHIP client.

The program under which Mr. Fralick purchased the home in 2010 was designed to enable a person to purchase a home from the County as the Mortgagee, receive the award amount as a tax deduction on their income taxes for the year of purchase, and pay the County back the full amount of the award when the home owner received the tax refund. However, Mr. Fralick failed to abide by the terms of the Promissory Note dated March 9, 2010 (copy enclosed). Therefore, now that Mr. Fralick is trying to sell the home, he owes the County's SHIP program the full amount of the award plus the interest.

If approved by the County's Board of County Commission, please execute and return the enclosed Release of Lien Agreement to SREC, and deposit the enclosed check into the County's SHIP Trust Fund Account for future use.

If you have any questions please call Stephanie Barrington, SHIP Director, at extension * 242.

Sincerely,

Matt Pearson, Executive Director
MP/sb

Enclosure

SREC Finance Department

Celebrating

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BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs

This Instrument Prepared By:
Timios Title Inc.
5716 Corsa Ave #102
Westlake Village, CA 91362

RELEASE OF LIEN AGREEMENT UNDER
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

WHEREAS, Kenneth Fralick executed and delivered to Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, that certain lien agreement under State Housing Initiatives Partnership Program dated 03/09/201 and recorded in Official Record Book 1190 Page 2142, public records of Columbia County, Florida, granting to Columbia County, Florida, a lien against the following described real property situated in Columbia County, Florida to-wit:

AS DESCRIBED IN SAID LIEN AGREEMENT

WHEREAS, Kenneth Fralick has paid to Columbia County, Florida, the sum of \$8,738.26 in reimbursement and repayment of funds paid to or for the benefit of Columbia County, FL to assist in the purchase of the above described property.

NOW, THEREFORE, in consideration of the sum of \$8,738.26 and other good and valuable considerations, the receipt whereof are hereby acknowledged, Columbia County, Florida, hereby releases and cancels the lien held against the above described real property by virtue of the afore described lien agreement under State Housing Initiatives Partnership Program.

IN WITNESS WHEREOF, Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, has caused these presents to be executed this _____ day of _____, 2022.

COLUMBIA COUNTY, FLORIDA

BY: _____
James M. Swisher, Jr., Clerk of Court

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing release and satisfaction of lien agreement under State of Florida Housing Initiatives Partnership Program was acknowledged before me this _____ day of _____, 20____, by James M. Swisher, Jr., Clerk of Court, Columbia County, FL, who is personally known to me.

Notary Public

(NOTARIAL SEAL)

COPY

PROMISSORY NOTE

Dated: March 9th, 2010

1. Principal.

FOR VALUE RECEIVED, the undersigned, Kenneth M. Fralick, whose address is 5047 NW Lassie Black Street, White Springs, Florida 32055, ("**Borrower**"), promises to pay to COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000692), whose post office address is c/o Clerk of the Circuit Court, Post Office Box 2069, Lake City, FL 32056, a mortgagee, ("**Lender**"), the principal sum of **Six Thousand and 5/100 Dollars (\$6,500.00)**, with annual interest thereon calculated in accordance with the terms and provisions provided below. All sums owing under this note are payable in lawful money of the United States of America.

2. Interest.

Interest accrued on this note shall be payable at a fixed annual rate of five percent (5) %, until such time as this note is paid in full.

Lender will waive said interest on the note if Borrower pays the note in full within eighteen (18) months of the date of this Note.

All amounts required to be paid under Lender's note shall be payable at Lender's office located at c/o Clerk of the Circuit Court, Post Office Box 2069, Lake City, FL 32056, or at another place as Lender, from time to time, may designate in writing.

Interest calculations shall be based on a 360-day year and charged on the basis of actual days elapsed.

3. Payment of Note.

Payment Including Interest. Principal and interest shall be paid in one lump sum in the amount of Six Thousand and 5/100 Dollars (\$6,500.00). Interest shall continue to accrue at the rate of 12% per annum until all principal and interest have been paid in full. However, Lender shall waive all interest on the note if Borrower pays the note in full (\$6,500.00) within eighteen (18) months from the date of this Note.

4. Maturity Date.

The entire principal balance of this note, together with all accrued and unpaid interest, shall be due and payable no later than February 1, 2040 ("maturity date"), unless otherwise prepaid in accordance with the terms of this note.

5. Security.

(a) This note is secured by, among other things, a mortgage and security agreement ("mortgage") bearing the date of this note, executed and delivered by Borrower, as mortgagor, to Lender, as mortgagee, encumbering property in Columbia County, Florida as more fully described in the Mortgage.

(b) This note is further secured by additional collateral documentation, including assignments and guarantees ("security documents"), which were executed and delivered to Lender on the date of this note.

(c) All of the agreements, conditions, covenants, provisions, and stipulations contained in the mortgage and security documents that are to be kept and performed by Borrower and any guarantors of the note, are made hereby a part of this note to the same extent and with the same force and effect as if they were set forth fully herein, and Borrower covenants and agrees to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

6. Prepayment.

Borrower may prepay the whole or any portion of this note on any date, upon five days' notice to Lender. Any payments of the principal sum received by Lender under the terms of this note shall be applied in the following order of priority: (a) first, to any accrued interest due and unpaid as of the date of payment; (b) second, to the outstanding principal sum; and (c) the balance, if any, to any accrued, but not yet due and payable, interest.

7. Lien on Property.

This lien shall remain valid and binding against the subject property until satisfied in full and a satisfaction is recorded in the public records of Columbia County, Florida.

8. Attorneys' Fees and Costs.

If Lender engages any attorney to enforce or construe any provision of this note or the mortgage, or as a consequence of any default whether or not any legal action is filed, Borrower immediately shall pay on demand all reasonable attorneys' fees and other Lender's costs, together with interest from the date of demand until paid at the highest rate of interest then applicable to the unpaid principal, as if the unpaid attorneys' fees and costs had been added to the principal.

9. Waivers.

(a) Borrower hereby waives and releases all benefit that might accrue to Borrower by virtue of any present or future laws of exemption with regard to real or personal property or any part of the proceeds arising from any sale of that property, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for

payment. Borrower agrees that any real estate that may be levied on under a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold on any writ in whole or in part in any order desired by Lender.

(b) Borrower and all endorsers, sureties, and guarantors jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest, notice of protest of this note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this note. They agree that each shall have unconditional liability without regard to the liability of any other party and that they shall not be affected in any manner by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender. Borrower and all endorsers, sureties, and guarantors consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this note, and to the release of any collateral or any part thereof, with or without substitution, and they agree that additional borrowers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

(c) Lender shall not be considered by any act of omission or commission to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth in writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

10. Notices.

All notices required under or in connection with this note shall be delivered or sent by certified or registered mail, return receipt requested, postage prepaid, to the addresses set forth in Paragraph 1 hereof, or to another address that any party may designate from time to time by notice to the others in the manner set forth herein. All notices shall be considered to have been given or made either at the time of delivery thereof to an officer or employee or on the third business day following the time of mailing in the aforesaid manner.

11. Costs and Expenses.

Borrower shall pay the cost of any revenue tax or other stamps now or hereafter required by law at any time to be affixed to this note.

12. No Partnership or Joint Venture.

Nothing contained in this note or elsewhere shall be construed as creating a partnership or joint venture between Lender and Borrower or between Lender and any other person or as causing the holder of the note to be responsible in any way for the debts or obligations of Borrower or any other person.

13. Interest Rate Limitation.

Notwithstanding anything contained herein to the contrary, the holder hereof shall never be entitled to collect or apply as interest on this obligation any amount in excess of the maximum rate of interest permitted to be charged by applicable law. If the holder of this note ever collects or applies as interest any such excess, the excess amount shall be applied to reduce the principal debt; and if the principal debt is paid in full, any remaining excess shall be paid forthwith to Borrower. In determining whether the interest paid or payable in any specific case exceeds the highest lawful rate, the holder and Borrower shall to the maximum extent permitted under applicable law (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest; (b) exclude voluntary prepayments and the effects of these; and (c) spread the total amount of interest throughout the entire contemplated term of the obligation so that the interest rate is uniform throughout the term. Nothing in this paragraph shall be considered to increase the total dollar amount of interest payable under this note.

14. Modification.

In the event this note is pledged or collaterally assigned by Lender at any time or from time to time before the maturity date, neither Borrower nor Lender shall permit any modification of this note without the consent of the pledgee/assignee.

15. Number and Gender.

In this note the singular shall include the plural and the masculine shall include the feminine and neuter gender, and vice versa, if the context so requires.

16. Headings.

Headings at the beginning of each numbered paragraph of this note are intended solely for convenience of reference and are not to be construed as being a part of the note.

17. Time of Essence.

Time is of the essence with respect to every provision of this note.

18. Governing Law.

This note shall be construed and enforced in accordance with the laws of the State of Florida, except to the extent that federal laws preempt the laws of the state of Florida. The parties agree that this note shall be governed by the laws of the State of Florida and that venue for any litigation to enforce this note shall be in Columbia County, Florida.

IN WITNESS WHEREOF, Borrower has executed this promissory note on the date set forth above.

Signed in the presence of:

Melinda Weaver
MELINDA WEAVER, Witness

Kenneth M. Fralick
Kenneth M. Fralick, Borrower
[address] 5047 NW Lassie Black Street,
White Springs, Florida 32055

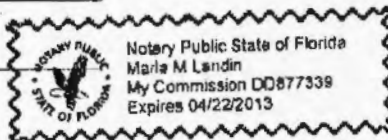
Marla M. Landin
Marla M Landin, Witness

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by Kenneth M. Fralick, who identified this instrument as a Promissory Note, and who signed the instrument willingly.

Sworn to and subscribed before me on March 9, 2010, by Kenneth M. Fralick who is personally known to me or produced D.I. as identification.

Marla M. Landin
Notary Public -- State of Florida
Printed Name: Marla M Landin
(Seal)



PREPARED BY:
MCMILLAN LAW OFFICE, P.A.
Post Office Box: 1388
Mayo, Florida 32066