

AGREEMENT. *326646 et. 7713.*

THIS AGREEMENT, made this 2nd day of June, in the year of our Lord, one thousand nine hundred and twenty four, BETWEEN Frank E. Gates and Bertha M. Gates, his wife, Beulah B. Kinnear, Administratrix of the Estate of Willis H. Kinnear, deceased, and Beulah B. Kinnear, Guardian of Willis H. Kinnear, Jr. and Kenneth E. Kinnear, parties of the first part, and D. A. Dorsey, party of the second part.

WITNESSETH, That if the said party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said parties of the first part hereby covenant and agree to convey and assure to the said party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lots situated in the County of Dade, State of Florida, known and described as follows, to-wit:

Lot 8 in Block 2; Lots 7,8,9,10,11 and 12 in Block 3; Lots 1,2,3,4,7,8,9,10,11 and 12 in Block 5, Lots 3,4,5,9 and 10 in Block 7; Lots 1,2,3,4,5 and 8 in Block 11; Lots 1,3,4,5, 6,7,8,9 and 10 in Block 12; Lots 7 and 8 in Block 13; Lots 1,2,3,4,7 and 8 in Block 14; Lots 1,2, and 3 in Block 15; Lots 2 and 3 in Block 19, all in Orange Ridge Addition as is Recorded in the Office of Records in Plat Book 4, on Page 129 in Dade County, Florida.

and the said party of the second part hereby covenants and agrees to pay said parties of the first part the sum of Four Thousand Two Hundred Fifty (\$4,250.00) Dollars, in the manner following:

Five Hundred (\$500.00) Dollars cash, the receipt of which is hereby acknowledged. Five Hundred (\$500.00) Dollars on or before six months after date; Five Hundred (\$500.00) Dollars on or before twelve months after date; Five Hundred (\$500.00) Dollars on or before eighteen months after date; Five Hundred (\$500.00) Dollars on or before twenty four months after date; Five Hundred (\$500.00) Dollars on or before thirty months after date; Five Hundred (\$500.00) Dollars on or before thirty six months after date; Five Hundred (\$500.00) Dollars on or before forty two months after date; Two Hundred Fifty (\$250.00) Dollars on or before forty eight months after date.

Said deferred payments are evidenced by promissory notes of said party of the second part payable to said parties of the first part, with interest at the rate of six (6%) per cent per annum, payable semi-annually; said party of the second part is to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1923. AND in case of failure of said party of the second part to make either of the payments or any part thereof, or to perform any of the covenants on his part hereby made and entered into, parties of the first part, may, at their option, declare the entire balance of the purchase price due and collectible, or may rescind this contract and take immediate possession of said above described real estate, and in the event of such rescission all payments already made by said party of the second part shall be taken and retained by said parties of the first part, not as a penalty but as rent for said real estate and to cover the expense of reselling the same, and liquidated damages for breach of this contract, and the failure to exercise such option at any time of any such breach or default shall not operate to bar or abridge the right to exercise the same upon any subsequent breach or default. A letter deposited in the United States Mail addressed to said party of the second part at 1009 N.W. 2nd Ave. Miami, Florida, shall be sufficient notice of the exercise of such option; and thereupon said parties of the first part shall have

The right to re-enter and take possession of the above described real estate without being liable to any action therefor.

It is agreed and understood that the party of the second part may anticipate payments due upon the promissory notes given hereunder, and when such payments are made the parties of the first part will within a reasonable time after receiving a request to that effect from the party of the second part execute to said party of the second part a deed for one of the within described lots for each anticipated payment of \$85.00 so made. Anticipated payments shall be credited upon the note or notes then last maturing and shall not release the second party from making full payment on the within described promissory notes in the order of their maturity. No deeds shall be furnished for any lots on account of the initial cash payment made hereunder until all of said promissory notes have been paid in full.

IT IS MUTUALLY AGREED, by and between the parties hereto that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Henry W. Stackhouse

Mildred Coyle

Signed, sealed and delivered in the presence of

A. B. Dmarr

Beatrice Jacobs

Frank Hales (SEAL)

Bertha M. Gates (SEAL)

Beulah B. Kinnear (SEAL)  
Admx. for estate of  
Willis H. Kinnear.

Beulah B. Kinnear (SEAL)  
Guardian for Willis H. Kinnear, Jr.  
and Kenneth E. Kinnear.

Beulah B. Kinnear

D. A. Dorsay (SEAL)

\_\_\_\_\_ (SEAL)

State of Indiana)

County of Marion) Before me the undersigned authority, duly authorized to take and receive acknowledgements and proof of the execution of instruments relating to real property, and having an official seal, this day personally appeared the above, and within named, ~~Frank E. Gates, and Bertha M. Gates, his wife, and Beulah B. Kinnear,~~ ~~Beulah B. Kinnear, administratrix of the estate of Willis H. Kinnear, deceased, and Beulah B. Kinnear, guardian of Willis H. Kinnear, Jr., and Kenneth E. Kinnear,~~ who each, then and there, severally, acknowledged before me that they respectively executed the said foregoing instrument for the purposes therein set forth.

And the said, Mrs. Bertha M. Gates, wife of the said Frank E. Gates, being at the time, separate and apart from her said husband, did further acknowledge to me that she executed the said foregoing instrument, freely and voluntarily, and without any fear, compulsion, constraint, or apprehension, of, or from her said husband.

And, I further certify, that I know the persons above named, personally, and know them to be the persons described in, and who executed the foregoing instrument.

Witness my hand and official seal, at and in the County and State, aforesaid, on this 18th day of Sept. 1924.



Mildred Coyle  
Notary Public,  
State of Indiana.

My commission expires, October 17, 1926.

17845-2-10-11

of file  
Vols V-1644  
V4417  
V10045

V10034  
43204

INDEX FOR RECORD

25 JUN 9 06 AM

STATE RECORD  
COMM. STATE COFLA

102039

Agreement for the

Frank E. Sater, et al

to

D. A. Dorney

Dated June 2, 1924.

RECORD VERIFIED

STATE OF FLORIDA  
COUNTY OF DADE

44  
446 Deed

R. S. Beckler

11-25-

X a



D. A. DORSEY  
**REAL ESTATE**  
1009 N.W. Second Ave.

WE WILL SELL YOU A LOT AND BUILD ON TERMS  
YOUR BUSINESS SOLICITED

MIAMI, FLA.  
May 29, 1925.

LIBERTY CITY PROPERTY, DADE COUNTY FLA.

- ~~Lot 8 in Block 3.~~ - 1.70 Paid
- ~~Lots 7, 8, 9, 10, 11 and 12 in Block 3.~~ 4.19 Pd.
- ~~Lots 1, 2, 3, 4, 7, 8, 9, 10, 11 and 12 in Block 5.~~ 6.98 Pd.
- ~~Lots 3, 4, 5, 9 and 10 in Block 7.~~ 3.49 Pd.
- ~~Lots 1, 2, 3, 4, 5, and 8 in Block 11.~~ 4.19
- ~~Lots 1, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 12.~~ 6.28 Pd.
- ~~Lots 7 and 8 in Block 13.~~ 1.40 Pd.
- ~~Lots 1, 2, 3, 4, 7 and 8 in Block 14.~~ 4.19
- ~~Lots 1, 2 and 3 in Block 15.~~ 2.09 Pd.
- ~~Lots 2 and 3 in Block 19.~~ 1.40 All in Orange Ridge Addition  
as is recorded in the office of Records in Plat Book 4, on  
page 129 in Dade County, Fla.

~~5 Acres  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 15,  
Twp. 53 South of Range 41 E. At Liberty City, Dade  
County, Fla.~~

~~$S\frac{1}{2}$  of the  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  of section 10 Twp. 53 S of Range 41 E  
17-18 Acres. At Liberty City, Dade County, Fla.~~

~~10 Acres  $NW\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $NW\frac{1}{4}$  of Section 15 Twp. 53 S  
of Range 41 E. At Liberty City, Dade County, Fla.~~

8.00

*sold 1923.*

6.98

17.44

13.95