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Hefty's Form R. E. 35

Mortgage Deed

(To Corporation)

Dana A. Dorsey and
Rebecca Dorsey, his wife
Miami National Bank.

Date

Abstract of Description

RECORD VERIFIED

Filed for record on the
day of June, 1927, and
recoped in Mortgage Book 164, Page 87
public records of DaDe
County, Florida.

Ben Shepard
Clerk Circuit Court

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State of FLORIDA

County of DADE

ss:

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that Dana A. Dorsey and Rebecca Dorsey, his wife, to me personally known, this day acknowledged before me that they executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said mortgage. AND I FURTHER CERTIFY that said Rebecca Dorsey is known to me to be the wife of said Dana A. Dorsey and that she this day acknowledged before me, separately and apart from her husband, that she executed the said mortgage freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband, for the purpose of relinquishing and conveying all of her right, title and interest in the property therein described, whether of dower or separate estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, Florida said County and State, this ~~23rd~~ 23rd day of November A. D. 1927

Ledah M. Hannan
Notary Public, State of Florida at Large
My commission expires March 9th, 1924.



1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and incumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee, its successors, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eight per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee, its successors, legal representatives or assigns, because of the failure on the part of the said Mortgagors, their heirs, legal representatives or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of eight per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than the highest insurable value dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, its successors, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, its successors, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagors to receive and use it, or any part thereof, for other purposes, without hereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of eight per cent. per annum.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within thirty days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgagee, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of Three Thousand (\$3,000.00) dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

G. J. Rose
John J. Harman

Dana Dorsey (Seal)
Rebecca Dorsey (Seal)

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments, and appurtenances, unto the said Mortgagee, and its successors and assigns, in fee simple.

AND the said Mortgagor s, for themselves and their heirs, legal representatives and assigns do covenant with said Mortgagee, its successors, legal representatives and assigns, that said Mortgagor s are indefeasibly seized of said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, its successors, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor s, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, its successors, legal representatives and assigns, as may reasonably be required; and that said Mortgagor s do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagor s, their heirs, legal representatives or assigns, shall pay unto the said Mortgagee, its successors, legal representatives or assigns, the certain promissory note , of which the following in words and figures is a true copy , to-wit:

No. \$ 3,000.00 Miami, Florida, November 22, 1921
Ninety days after date, for value received.
we promise to pay to the order of Miami National Bank
THREE THOUSAND and NO/100 - - - - - DOLLARS
at The Miami National Bank, of Miami, Florida
with interest thereon at the rate of eight per cent. per annum from date until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. Deferred interest payments to bear interest from maturity at eight per cent. per annum semi-annually.
Dana A. Dorsey, (Seal)
Due 192 Rebecca Dorsey (Seal)

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and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes and of this deed, then this deed and the estate hereby created shall cease and be null and void.

AND the said Mortgagors , for themselves and their heirs, legal representatives and assigns, hereby do covenant and agree:

This Mortgage Deed, Executed the 22nd day of November
A. D. 1921 by Dana A. Dorsey and Rebecca Dorsey, his wife
of Dade County, State of Florida, parties of the first part,
hereinafter called the Mortgagors, to Miami National Bank,
a corporation existing under the laws of the State of Florida, party of the
second part, hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of
the aggregate sum named in the promissory note of even date herewith, hereinafter described,
the said Mortgagors grant, bargain, sell, alien, remise, release, convey and confirm unto
the said Mortgagee, its successors and assigns, in fee simple, all the certain tract of land, of which
the said Mortgagors now seized and possessed, and in actual possession, situate in
Dade County, State of Florida, described as follows:

Lots 8, 9, 10, 11 and 12 in Block 5 of SOST'S SUBDIVISION of Government
Lot 1 (or SW $\frac{1}{4}$) of Section 36 Township 53 South, Range 41 east,
according to plat thereof, recorded in Plat Book "B" at Page 27 of
the public records of Dade County, Florida; also Lot One (1) of
Block Six (6) North, of the City of Miami, according to the map
thereof made by A. L. Knowlton C. E., and recorded in the office
of the Clerk of the Circuit Court in and for Dade County, Florida.