

This Mortgage Deed, Executed the 9th day of May, A. D. 1925, by J.W. Drake Jr.

hereinafter called the Mortgagor - , to W.C. Phelps

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 Mortgagor - does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee - , his heirs and assigns in fee simple, all the certain tract of land, of which the said Mortgagor - is now seized and possessed, and in actual possession, situate in Dade County, State of Florida, described as follows:

- One (1) Cigar case,
- One (1) Shoe Shine Stand
- ~~One (1) Cash Register~~
- One (1) Display Case
- One (1) Weighing Machine

Paid in full by D.A.Dorsey and title and all ~~other~~ claims transferred to D.A.Dorsey.

W.C. Phelps



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 J.W. Drake, Jr.

to me personally known, this day personally appeared and acknowledged before me that she executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said person - making said acknowledgment to be the individual - described in and who executed the said mortgage.

~~AND I FURTHER CERTIFY that said \_\_\_\_\_ is known to me to be the wife of said \_\_\_\_\_ and that she this day acknowledged to and before me, separately and apart from her husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower and right of dower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband.~~

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami said County and State, this 9th day of May A. D. 19 25.

W. C. Phelps  
Notary Public.  
State of Florida at Large

My commission expires: January 13th, 1929



*cash*

A 55990

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# Mortgage Deed

Hedy's Form R. E. 6

J.W. Drake Jr

To

W.C. Phelps

Dated May 9th 19 25

## Abstract of Description

RECORD VERIFIED

Filed for record on the 11 day of

May 1925, and

recorded in Mortgage Book 382, Page 377

public records of Dade

County, Florida.

**Geo. F. Holly**

Clerk Circuit Court

D. C.

BY W.C. Phelps  
Notary Public, State of Florida

*FILED FOR RECORD*

FILED FOR RECORD  
MAY 11 4 22 PM  
GEO. F. HOLLY  
CLERK OF CIR. COURT, D.C.



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

AND said Mortgagor-, for himself and his heirs, legal representatives and assigns does covenant with said Mortgagee-, his heirs legal representatives and assigns that said Mortgagor-, is indefeasibly seized of said land in fee simple; that the said Mortgagor- has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee-, his heirs, 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-, his heirs and legal representatives, will make such further assurance to perfect the fee simple title to said land in said Mortgagee-, his heirs, legal representatives and assigns, as may reasonably be required; and that said Mortgagor- does 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-, his heirs, legal representatives or assigns, shall pay unto the said Mortgagee-, his legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy, to-wit:

COPY

No. 1      \$600.00      Miami, Florida      May 9th      1925

On the first day of each and every week - after date, for value received,

I promise to pay to the order of W.C. Phelps

Six Hundred Dollars

Payable at Bank of Bay Biscayne of Miami, Florida.

with interest thereon at the rate of \_\_\_\_\_ per cent. per annum from \_\_\_\_\_ until fully paid. Interests 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 \_\_\_\_\_ per cent. per annum, payable semi-annually.

**(No interest)**

This note is payable at rate of \$15.00 (SEAL)  
on the first day of each and every week, from date)  
Due until fully paid. 192 W.C. Phelps (SEAL)

Mr. Foster's Store, Miami, Fla.

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

AND the said Mortgagor-, for himself and his heirs, legal representatives and assigns, hereby covenant and agree \_\_\_\_\_:



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 become 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 - his heirs, 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 8 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-, his heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagor-, his 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 8 per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than \_\_\_\_\_ dollars, in a company or companies to be approved by said Mortgagee\_\_\_, and the policy or policies held by and payable to said Mortgagee\_\_\_, \_\_\_\_\_ heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee\_\_\_, his heirs, 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 Mortgagor\_\_\_ to receive and use it or any part thereof for other purposes, without thereby 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 effecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of \_\_\_\_\_ 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 fully 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 - his heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of Six Hundred (\$600.00) \_\_\_\_\_ 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 Mortgagor - has \_\_\_\_\_ hereunto set his hand\_\_\_ and seal\_\_\_ the day and year first above written.

Signed, sealed and delivered in the presence of:

J. N. Lewis  
M. Robinson

J. W. Drake (Seal)  
\_\_\_\_\_ (Seal)