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FILED FOR RECORD

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GEO. F. HOLLY
CLK. CT. DADE CO., FLA.

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Hefty's Form B. 11. 22

Mortgage Deed

(From Corporation)

T. B. McGahey Paving Co.
To

D. A. Dorsey

Date

ABSTRACT OF DESCRIPTION

RECORD VERIFIED

Filed for record on the July 24 day of July 1926, and recorded in Mortgage Book 449 Page 382

public records of

County of DADE
By E. M. [Signature] Clerk Circuit Court.
D. C.

THE HEFTY PRESS, MIAMI
[Signature] (19)

COUNTY OF DADE
STATE OF FLORIDA

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 T. B. MCGAHEY and WALTER VANLANDINGHAM, respectively as President and Secretary of the T. B. MCGahey Paving Co., to me personally known, this day acknowledged before me that they executed the foregoing mortgage as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami said County and State, this 11 day of July A. D., 1926

[Signature]

My commission expires June 16 1929. Notary Public, State of Florida at Large.

NOTARY PUBLIC
STATE OF FLORIDA

THIS MORTGAGE DEED, Executed the 8th day of July
 A. D., 1925, by T. B. McGahey Paving Company,
 a corporation existing under the laws of the State of Florida and having its
 principal place of business at Miami,
 party of the first part, hereinafter called the Mortgagor, to D. A. Dorsey
 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 Mortgagor doth grant, bargain, sell, alien, remise, release, convey and confirm unto the
 said Mortgagee, his heirs and assigns, in fee simple, all that 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:

The Northwest quarter (NW 1/4) of the Northeast quarter
(NE 1/4) of the Northwest quarter (NW-1/4) of Section fif-
teen (15) Township fifty three (53) South, Range forty-one
(41) East, containing Ten acres more or less.

It is understood and agreed that the mortgagor
herein shall have the right to make excavations
on said property and to remove any rock, gravel,
sand or soil therefrom, provided however, that
as soon as any part of said property aggregating
2½ acres has been excavated and removed, then
before further work shall be begun the next
maturing note herein shall become due and payable
at the option of the mortgagee herein.

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 itself and its successors, legal representatives and assigns, doth 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 hath 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, its successors and legal representatives, will make such further assurances 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 doth 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, its successors, 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 true copies to-wit:

Mr. Posters Store, Miami, Fla.

Date July 8, 1926

Payable at 8 percent per annum, payable semi-annually.

with interest thereon at the rate of 8 percent 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 _____ percent.

No. 1 \$ 8,333.00

On or before one year - - - - - after date, for value received.

we promise to pay to the order of D.A. Dorsey Eight thousand, three hundred thirty three and no/100 Dollars

of Miami, Florida

Mortgagee Walter Van Lancker

Mortgagor J.B. M. Goring

1926

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 Mortgagor, for itself and its successors, 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 notes 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 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, his heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagor, its successors, legal representatives or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory notes 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 _____ Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, his heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, his 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 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 commit, permit 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 notes and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within 30 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, his heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of Twenty five thousand 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 party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

Attest: Walter Van Landingham
Secretary.

Signed, sealed and delivered in our presence:

B. L. Seelye
Kiddah Willard

T. B. McGahy
By T. B. McGahy
President.

