

This Mortgage Deed, Executed the First day of February

A. D. 1931, by _____
-----K. 2^L PHARR.

hereinafter called the Mortgagor^s, to -- HIMSELF --

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^s 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 has now seized and possessed, and in actual possession, situate in Dade County, State of Florida, described as follows:

-----LOT 21, BLOCK 16n. P. W. WHITES RE-SUB. OF BLOCK 34. -----

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 do covenant with said Mortgagee____, his heirs, legal representatives and assigns that said Mortgagor____, have been 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^s, of which the following in words and figures____ true cop____, to-wit:

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note^s 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^s and agree as follows _____:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note^s 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 6½ 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^s and this deed, or either, and every such payment shall bear interest from date at the rate of 6½ per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than TEN THOUSAND (\$10,000.00) 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 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 affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of six and one half 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^s, 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^s and this deed, or either, are not fully performed, complied with and abided by, the said aggregate sum mentioned in said promissory note^s 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 TEN THOUSAND (\$10,000.00) dollars were 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:

Mellie J. Powers

Virginia L. Smith

K. L. Phary

(Seal)

(Seal)

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 K. L. Pharr

to me personally known, this day personally appeared and acknowledged before me that _____ 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 27th day of January, A. D. 1931.

My commission expires: June 27 1931 J. D. Dorsey Notary Public

Mortgage Deed

Healy's Form R. E. 6

K. L. PHARR,

To

Dated _____, 19____

Abstract of Description

Filed for record on the _____ day of _____

19____, and

recorded in Mortgage Book _____, Page _____

public records of _____,

County, Florida.

Clerk Circuit Court.