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Hefty's Form R. E. 35

Mortgage Deed

(To Corporation)

W. H. Chaille and wife

To

The Southern Bank & Trust Co.

Date November 11th, 1916

Abstract of Description

Lots 1 and 2 of Block

7 North, City of Miami

Filed for record on the 14th day of *Nov*, 1916, and

recorded in Mortgage Book 61, Page 215

public records of *Dade*

County, Florida.

J. B. Murrill
Clerk Circuit Court.
J. B. Murrill

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State of Florida

County of Dade

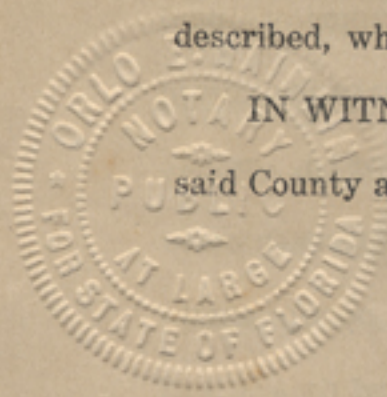
ss:

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 W. H. Chaille and Carrie K. Chaille 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 person^s making said acknowledgment to be the individual^s described in and who executed the said mortgage. AND I FURTHER CERTIFY that said Carrie K. Chaille is known to me to be the wife of said W. H. Chaille 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

said County and State, this 11th day of November A. D. 1916.

Orlo C. Hamilton
Notary Public, State of Florida
at Large, My Commission expires
August 16, 1917



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 Mortgagors, for ~~themselves~~ and their heirs, legal representatives and assigns do covenant with said Mortgagee, its successors, legal representatives and assigns, that said Mortgagors 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 Mortgagors, 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 Mortgagors 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 Mortgagors, 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~~ true copy, to-wit: as follows:

Being in the sum of \$4000.00, dated November 11th, 1916 payable 3 years from date, with interest thereon at the rate of 7% per annum, from date, until fully paid, said interest payable semi-annually.

Said interest payments being further specified and secured by Six Coupon notes of even date herewith in the sum of \$140.00 each, payable on the 11th day of May, and 11th day of November of each year until the maturity of the principal note in the sum of \$4000.00.

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:

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 seven 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 seven per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than FOUR THOUSAND & NO/100 - - -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 Mortgagor 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 seven 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 FOUR THOUSAND & NO/100 - - -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:

Joddie Chaille Harper
Orlo E. Hamilton

W. H. Chaille (Seal)
Garrin H. Chaille (Seal)

This Mortgage Deed, Executed the 11th day of November
A. D. 1916 by W.H. Chaille and wife Carrie K. Chaille
of Dade County, State of Florida, parties of the first part,
hereinafter called the Mortgagors, to THE SOUTHERN BANK & TRUST COMPANY
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 do 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 are now seized and possessed, and in actual possession, situate in
Dade County, State of Florida, described as follows:

Lots 1 and 2 of Block 7 North, in the City of Miami, Florida
according to a plat made of said city by A.L. Knowlton, C.E. and
filed in the Office of the Clerk of the Circuit Court in and for
Dade County, Florida.