

5-8467

Drew's Form R. E. 6.

Mortgage Deed.

D. A. Dorsey and wife

To

Belle G. Brickell

Date Sept. 9, 1915.

Abstract of Description.

Lot 17 of Block 46, North
City of Miami, Fla.

Filed for record on the
day of October, 1915, and
recorded in Mortgage Book 54, Page 172
public records of Dade
County, Florida.

RECORDED

Wm. J. Merritt
Clerk Circuit Court
The H. & W. B. Drew Company, Jacksonville, Fla. 6-24-15
MCCASKILL & MCCASKILL
Attorneys at Law
Miami Florida

State of FLORIDA

County of DADE

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

D. A. Dorsey and Rebecca L. Dorsey

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 L. Dorsey is known to me to be the wife of said D. A. Dorsey 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 said husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami
said County and State, this 9th day of September A. D. 1915



J. W. Heasler
Notary Public, State of Florida at
large
My commission expires Oct 13 1918

This Mortgage Deed, Executed the Ninth day of September
A. D. 1915 by D. A. Dorsey and Rebecca L. Dorsey, his wife

hereinafter called the Mortgagors, to Belle G. Brickell

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, her heirs 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:

Lot Seventeen of Block Forty-six, North of the City of Miami, Florida, according to a plat of said city made by A. L. Knowlton, C.E. and now on file in the office of the Clerk of the Circuit Court of Dade County, Florida.

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

AND said Mortgagors, for themselves and their heirs, legal representatives and assigns do hereby covenant with said Mortgagee, her heirs, legal representatives and assigns, that said Mortgagors, are now indefeasibly seized of said land in fee simple; that the said Mortgagors, have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, her 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 Mortgagors, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, her heirs, 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, her legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy, to-wit:

No. \$900.00 Miami, Florida, Sept. 9, 1915.

On or Before Three years after date, for value received, I promise to pay to the order of Belle G. Brickell ----- Nine Hundred and No/100 Dollars at Miami, Florida, with interest thereon at the rate of ten 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 ten per cent per annum, payable semi-annually.

Due 191 D. A. Dorsey (SEAL)
(SEAL)

18 Revenue Stamps are attached to original of this note.

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 hereby created shall cease and be null and void.

AND the said Mortgagors, for themselves and their 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 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, her 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 ten 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, her heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagor s 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 ten per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than Seven Hundred Fifty dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, her heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, her 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 s 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 ten 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, her heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of Nine Hundred 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 s have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in the presence of:

J. M. McKee
J. E. McKee

R. A. Dorsey (Seal)
Rebecca S. Dorsey (Seal)

No. \$ 900.00

Miami, Florida, Sept. 9 1915

On or Before Three Years after date, for value received, I

promise to pay to the order of Belle G. Brickell

Nine Hundred and No/100 DOLLARS

at Miami, Florida,

with interest thereon at the rate of ten 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 ten per cent. per annum, payable semi-annually.

D A Dorsey (SEAL)
(SEAL)

Due 191



Handwritten text, possibly a name or address, partially obscured by the stamps.