

This Mortgage Deed, Executed the 29th day of May

A. D. 19 22 by D. A. Dorsey and Rebecca Dorsey,

his wife,

hereinafter called the Mortgagor s, to C. E. Harner

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

Lot Six (6) of Block Twenty-five (25) North of
the City of Miami, Florida according to Plat re-
corded in Plat Book "B", Page 41.

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 s, for themselves and their heirs, legal representatives and assigns do covenant with said Mortgagee, his heirs, legal representatives and assigns, that said Mortgagor s, are indefeasibly seized of said land in fee simple; that the said Mortgagor s, have 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 s, their heirs, 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 s, 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 Mortgagor s, their 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 \$ 1500.00 Miami, Florida, May 29, 1922.

-----Three Years----- after date, for value received, we

promise to pay to the order of C. E. Harner

-----Fifteen Hundred and no/100-----DOLLARS,

at FIRST TRUST & SAVINGS BANK, Miami, Florida,

with interest thereon at the rate of 10 per cent. per annum from date until fully paid. Interest payable semi-annually. The maker and endorser of this note hereby 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 10 per cent. per annum, payable semi-annually.

Due May 29, 1925. D. A. Dorsey (SEAL)

Rebecca Dorsey (SEAL)

THE HEFTY PRESS, MIAMI

The note secured by this mortgage and described herein may be redeemed by the payors at any time prior to maturity, upon payment to the holder thereof of the principal, accrued interest, and a premium equal to two per cent. of the principal.

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 s 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 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 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, his heirs, 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 ten per cent. per annum.

4. To keep the buildings now or hereafter on said land insured in a sum not less than highest insurable value dollars, in a company or companies to be ^{selected} 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 Mortgagors 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 fifteen 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 Fifteen Hundred (\$1500.00) 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 s have hereunto set their hands and seal s the day and year first above written.

Signed, sealed and delivered in the presence of:

Harry Collier
J. J. [unclear]

D. A. Dorsey (Seal)
Rebecca Dorsey (Seal)

12398 159

HEFFY'S FORM R. E. 6

Mortgage Deed

D. A. Dorsey & Rebecca Dorsey,
To his wife,

C. E. Harner

Dated May 29, 1922

Abstract of Description

Lot 6 of Block 25 N. in City
of Miami, Dade County, Fla.

RECORD VERIFIED

11:37 a.m. Filed for record on the 31 day of May 1922, and

recorded in Mortgage Book 164, Page 18

public records of Dade County, Florida.

BY: Ben Shepard, Clerk Circuit Court D.C.
Ed. F. Davies

THE HEFFY PRINTS, MIAMI

July 25

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 D. A. Dorsey and

Rebecca Dorsey, 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 persons making said acknowledgment to be the individual s described in and who executed the said mortgage. AND I FURTHER CERTIFY that said Rebecca 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 husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami said County and State, this 31 day of May A. D. 1922.

Harner



My commission expires

Notary Public for the State of Florida
My Commission Expires July 25, 1925