

HENRY D. WILLIAMS  
ATTORNEY AT LAW  
215 VENETIAN BUILDING  
MIAMI, FLORIDA

November 15th, 1927.

D. A. Dorsey  
Miami, Florida

Supplementing the attached opinion on abstract, covering the West 30 feet of Lot 17 in Block 11 of Erickson's Addition to Miami, permit me to advise you that I have examined the Court proceedings in the foreclosure suit of Roome against Dykes, referred to in the abstract. I find that the proceedings are regular excepting for the fact that the final decree, pursuant to which the sale was held, was not filed for record until the day that the sale itself was had. Our law seems to be that a decree of Court is not effective until such time as it is actually filed and spread on the proper Chancery Order Book; and all of the advertising, under which the sale was held, was done before the decree was filed and spread. In my opinion, however, this sale will be held good, should the question ever arise, for a number of reasons. In the first place, I think that no one can question it after the lapse of thirteen years. In the second place, I do not think that this defect in the proceedings is such as would do anymore than to give a party in interest a right to appeal from the decree confirming the sale and since the time for appeal has expired many years ago, I do not think this could be done. In the third place, there has been actual adverse possession ever since the sale and this would operate to confer good title on the Taylors even though there had been some break in the chain back in 1913. I merely call this to your attention to report the fact that I have examined it and to add that, in my opinion, it is not such a defect as will justify you in refusing to make this loan.

Henry D. Williams

OPINION ON TITLE

-to-

West 30 feet of Lot 17 in Block 11 of Erickson's Addition to Miami, according to the Plat thereof recorded in Plat Book "B" at page 85 in the office of the Clerk of the Circuit Court, in and for Dade County, Florida,

-by-

HENRY D. WILLIAMS.

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To:  
D. A. Dorsey  
Miami, Florida

I have examined the abstract of title covering the above described property, the latest continuation of which was prepared by Florida Title Company, under its No. 69418, for the purpose of a loan by you unto the owners. In examining this abstract, I assume its correctness to show a full and complete transcript of all instruments and proceedings of record affecting the title to this property, as well as its correctness to show the marital status of the parties therein mentioned. With this assumption, I find title to this property to be vested in fee simple in

H. F. TAYLOR and MAMIE TAYLOR, his wife,

subject, nevertheless, to a certain mortgage executed by H. F. Taylor and Mamie Taylor, his wife, to M. Jay Flipse, under date of November 28, 1925, and recorded in Mortgage Book 675, at page 9, of the Public Records of Dade County, Florida, securing an indebtedness of \$4500.00, due in two equal annual instalments on or before one and two years after date. The satisfaction of this mortgage must be secured before your proposed mortgage will be a first lien upon the premises and I presume this will be taken care of in the settlement, should you desire to go through with the loan.

I call your attention to the following items, which appear in the course of the abstract:

1. Item 12 is a tax sale of this property made by the Tax Collector of Dade County to the State Treasurer. The abstract shows that this property was redeemed by S. M. Tatum, Agt., on July 12, 1904. I should think that it would have been better practice to show that Mr. Tatum was agent for someone whose name appears in the chain of title but, in my opinion, the redemption refers no independent title upon S. M. Tatum, Agt., and it may, therefore, be disregarded.

2. Item 17 is a notice of lien by H. C. Roome to B. B. Tatum, and others. A bond was given to lift this lien and was signed by B. B. Tatum, as Principal. Subsequently, the suit to foreclose this lien was dismissed, according to a notation of the Clerk as the same appears in the abstract. In my opinion, the fact that B. B. Tatum is mentioned as the principal obligor

under the lien does not give any notice of any possible claim that the said B. B. Tatum may have to the ownership of the title and I am inclined to disregard it without requiring any quit claim from B. B. Tatum; and I am strengthened in my decision to disregard it by the consideration that the lien was filed in 1909, or almost twenty years ago.

3. This property was sold at a foreclosure sale as the result of a foreclosure suit instituted by H. C. Roome against J. W. Dykes and wife, Sarah Dykes. The abstract shows only the final decree and the decree confirming the sale but I have examined the rest of the proceedings and find them regular.

4. This property was sold for taxes in 1925 on three separate occasions and was redeemed by M. J. Flipse. I do not think that the redemption sets up any independent title in M. J. Flipse; but even if it does, I think that it is merged in his mortgage interest, which is now outstanding and will be extinguished by his satisfaction of the mortgage.

5. There is on record a binder receipt given by H. J. Dargon unto H. F. Taylor and Mary J. Taylor, his wife. This receipt is signed by Elizabeth Bethel as owner. In point of fact, Elizabeth Bethel's name does not appear elsewhere in the chain of title and I think, therefore, that a quit claim deed should be procured from her so as to eliminate any possible cloud on the title as a result of this binder receipt. The receipt is addressed to H. F. Taylor and Mary J. Taylor; it is signed by H. F. Taylor and Mame J. Taylor and subsequently a deed was given to H. F. Taylor and Mamie Taylor. I think that an affidavit should be secured showing that these three names indicate one and the same person and that the grantees in the deed from Dr. Flipse are the same persons referred to in the binder receipt.

6. The abstract shows that 1926 City taxes have been paid. There is no reference to 1926 State and County taxes and it is fair to assume that they have been paid since there is no sale for them in the abstract; but I should require a receipt showing that they had been paid. The 1927 taxes, both City and State and County, are now due and payable, although they will not be past due until April 1st.

If there is any construction or repair work that has been done on the premises within ninety days next preceeding this date, you must satisfy yourself that there are no liens outstanding for the furnishing of materials or the doing of such work. The rights of any tenants, who are now in possession, must also be determined by you. You must also satisfy yourself as to the actual dimensions of the property since I have not stepped off the ground but have been guided solely by the abstract.

*Henry D. Williams*

Examining Attorney.

215 Venetian Bldg.  
November 9th, 1927.  
HDW:EBK