

THIS MORTGAGE DEED Executed the _____ day of January,
sometimes also known as ROSIE LEE STROMAN,
A. D. 1939, by ROSA LEE STROMAN, a single woman, hereinafter
called the Mortgagor, to DANA HOLDING COMPANY, a Florida cor-
poration, hereinafter called the Mortgagee,

WITNESSETH, That for divers good and valuable con-
siderations, and also in consideration of the aggregate sum
mentioned in the promissory notes of even date herewith, here-
inafter described, the said Mortgagor, does grant, bargain
sell, alien, rem'ise, 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 Mortgagor is now
seized and possessed, and in actual possession, situate in Dade
County, Florida, described as follows, to wit:

W $\frac{1}{2}$ of Lot 10 in Block 10 of ERICKSON'S
ADDITION AMENDED, according to the
Plat thereof recorded in Plat Book "B",
at page 88, of the Public Records of
Dade County, Florida, also,

Lot 8 of Block 3 of ERICKSON'S ADDITION
TO THE CITY OF Miami, according to the
Plat thereof as recorded in the office
of the Clerk of the Circuit Court of
Dade County, Florida, in Plat Book "B"
at Page 85.

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 Mortgagor, for herself and her heirs,
legal representatives and assigns, does covenant with said
Mortgagee, its successors and legal representatives and assigns,
that said Mortgagor is indefeasibly seized of said land in fee
simple as aforesaid; that it shall be lawful for said Mortgagee,
its successors and legal representatives, at all times peace-
ably and quietly to enter upon, hold, occupy and enjoy said land;
that the said land is free from all incumbrances; that said

land is free from all incumbrances; that said Mortgagor, her 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 Mortgagor does hereby 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, her heirs, legal representatives or assigns, shall pay unto the said Mortgagee, its successors, legal representatives or assigns, the certain promissory notes, of which the following in words and figures are true copies, to wit:

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 Mortgagor, for herself, and her heirs legal representatives and assigns hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory notes 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 encumbrances 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 hereof at the rate of ten per cent. per annum. The said mortgagor further covenants and agrees to notify the mortgagee promptly in the event of default in the payment of any of the foregoing encumbrances upon said property, and to exhibit to the said mortgagee, its successors, or assigns, receipts showing the payment of all taxes, assessments, levies, obligations and encumbrances of every nature on said property promptly when the same shall become due, and receipts showing prompt payment of any of the installments due or to become due on the first mortgage encumbering said Lot 8, Block 3 of Erickson's Addition now held by the Home Owner's Loan Corporation.

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 Mortgagor, her heirs, legal representatives or assigns to perform, comply with and abide by each and every the stipula

tions, agreements, conditions, and covenants of said promissory notes 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 building now or hereafter on said land insured in a sum not less than the highest insurable value 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 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 notes and in this deed set forth.

~~5.~~ If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory notes and this deed, or either, are not duly performed complied with and abided by, the said aggregate sum mentioned in said promissory notes 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 aggregate sum of \$1300.00 was originally stipulated to be paid on such day, anything in said promissory notes or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, The said Mortgagor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

STATE OF FLORIDA)
) SS:
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 ROSA LEE STROMAN, sometimes also known as ROSIE LEE STROMAN, a single woman, to me personally known, this day acknowledged before me that she 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal at Miami, said County and State this ____ day of January, A. D. 1939.

Notary Public, State of
Florida at Large

My Commission Expires: _____