

STATE OF FLORIDA,
COUNTY OF DADE.

Before me, the undersigned authority, on this day personally appeared _____, the Mortgagor named in the within mortgage, and acknowledged before me that _____ executed the above and foregoing instrument for the uses; purposes and considerations therein stated. In Testimony Whereof, Witness my hand and official seal on this the _____ day of _____ A. D. 192_____

13859 1426 152

Mortgage Deed.

(to Corporation)

D. A. DORSEY et ux
To
G. L. Miller
Bond and Mortgage Company
(a Corporation)

Date June 15, 1922

ABSTRACT OF DESCRIPTION
E 200 ft. of N $\frac{1}{4}$ of N $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 26-53S-41E, Dade County, Florida

Filed for record on the 20 day of June, 1922, and recorded in Mortgage Book 152, Page 71, public records of Dade County, Florida.

By *Ben Shepard*
Clerk Circuit Court
THE HARTY PRESS, MIAMI
31320-10

STATE OF FLORIDA
COUNTY OF DADE

I, an officer authorized to take acknowledgements 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, personally appeared and 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 REBECCA DORSEY is known to me to be the wife of said D. A. DORSEY 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 any 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 16 day of June A. D., 1922

J. C. ...
Notary Public State of Florida at large
My commission expires July 12, 1925



G. L. MILLER BOND AND MORTGAGE CO.

This Mortgage Deed, Executed the 15th day of June A. D. 1922, by D.A. DORSEY joined by his wife REBECCA DORSEY, of Dade

County, State of Florida, parties of the first part, hereinafter called the Mortgagor S, which said term is used in its general sense and shall include all persons mortgagor, either natural or artificial, plural or singular, to the G. L. Miller Bond and Mortgage Company, a corporation existing under the laws of the State of Florida, party of the second part, as Trustee, 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, its successors 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:

The East Two Hundred (E.200) feet of the North Half ($N\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-six (26), Township Fifty-three (53) South of Range Forty-one (41) East; said land lying and being in Dade County, Florida

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 S, for themselves and their heirs, legal representatives, successors and assigns, do covenant with the said Mortgagee, its successors, legal representatives and assigns, that the 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, 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 Mortgagor S their heirs, successors 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 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, This conveyance shall become null and void and of no further force, virtue or effect if the said Mortgagor S their heirs, legal representative, successors and assigns, shall well and truly pay unto the said Mortgagee, its successors, legal representatives or assigns, the certain promissory note ~~of which the following in words and figures is a true description, to wit:~~

of even date herewith for the total sum of

FIFTEEN HUNDRED AND 00/100 Dollars

Made by said D.A. DORSEY joined by his wife REBECCA DORSEY

payable to the order of said mortgagee, three years after date at the office of G. L. MILLER BOND & MORTGAGE COMPANY, with interest from date at the rate of eight per cent. per annum, said interest payable semi-annually.

Said interest indebtedness being evidenced by.....six.....coupon interest notes of even date herewith, made by the said Mortgagor...S, payable to the order of the said Mortgagee....., with interest from maturity at the rate of ten per cent. per annum, said interest coupon notes being for the full amounts, and payable as follows:

One for.....SIXTY AND 00/100..... Dollars,
payable.....six months.....after date, and.....five.....
interest coupon notes in the sum of.....Sixty and 00/100..... Dollars each, payable twelve, eighteen,
twenty-four, thirty and thirty-six months after date.....

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note..... and of this mortgage deed.

IT IS UNDERSTOOD AND AGREED that the Miller Bond and Mortgage Company, a corporation as hereinabove designated, is acting as Trustee for the Mortgagor...S and also for the owners, holders and purchasers of each and every promissory note above described, which said notes the Trustee herein is hereby fully authorized and empowered to sell without the further consent of the Mortgagor...S herein.

(a) The Trustee herein is hereby fully authorized and empowered to cancel, satisfy and annul this mortgage of record, without the signature of the cestui qui trust, or the owners and holders of the promissory notes above described, but the Trustee shall not satisfy this mortgage until each and every note hereby secured is paid and produced and surrendered to the Trustee, or if such surrender is not made, then upon satisfactory proof being furnished to the Trustee that all indebtedness secured by this mortgage has been fully paid and cancelled. Any note secured by this mortgage may be sold by the Trustee to any person whomsoever, and may be purchased by the Mortgagor...S and resold at any time prior to maturity, or repurchased by the Trustee and resold, without in any way impairing the validity of the security created by this mortgage or the validity of said note as a negotiable instrument, it being the intention of the Mortgagor...S by this instrument to create a lien upon the above described property that shall fully secure each of the promissory notes above described, whether held by the Trustee or by any person acquiring title thereto by purchase from the said Trustee, or by purchase from any person acquiring title under said Trustee.

(b) Any note secured by this mortgage and herein specifically described may be redeemed by the Mortgagor...S at any time prior to the maturity thereof, by paying to the Trustee the principal and a premium equal to two per cent of the principal, and interest to the next semi-annual interest date if sixty days' notice has been given the G. L. Miller Bond and Mortgage Company of such intention.

(c) In the event any person, firm or corporation shall become the owner and holder of all the promissory notes hereinbefore described, then in such event the Trustee herein shall have the full right and lawful authority to assign this mortgage to the purchaser of the said notes and thereupon the legal title to this mortgage and to the lien hereby created, together with the legal title to the said promissory notes as aforesaid, shall vest in such purchaser, who shall hold the legal title thereto as though such purchaser were named as mortgagee herein, and as the original payee in the note..... above described.

(d) If, for any reason the Trustee herein designated should resign or become disqualified to act, then, in such event, the legal title to this mortgage shall immediately vest in the owners and holders of the promissory note above described, who shall immediately, and without notice, be fully authorized and empowered to elect a successor, who shall act as Trustee under the terms and conditions of this mortgage. Or, at their option, the owners and holders of said note may hold as joint mortgagees, and in the event that it should become necessary to file suit to foreclose this mortgage, may bring proceedings in their own names, or, at their option, may apply to the Circuit Court of the Eleventh Judicial Circuit of the State of Florida, or the Circuit in which the land described in said mortgage may be situated, for an order appointing a Trustee to act in the name, place and stead of the Trustee herein named.

(e) The Trustee herein named shall have full right and lawful authority to name any responsible Bank or Trust Company, endowed with Trust Powers, doing business in the City of Miami, Florida, to act in its place and stead, and thereupon such Bank or Trust Company shall be vested with all the powers which are now vested in the Trustee herein named. Provided, however, that the Trustee herein named shall not appoint any Trust Company or Bank to act in its place and stead without the written consent of the holders and owners of notes representing seventy-five per cent. of the indebtedness herein and hereby secured.

(f) In the event it should become necessary to file suit to foreclose this mortgage, then in such event the Mortgagor^s herein hereby consent to the appointment of a receiver, who shall take charge of and handle the above described property for the benefit of all parties at interest. And all proceeds arising from the use and occupation of said premises while in the care and under the management of such receiver shall be applied toward the liquidation of the indebtedness evidenced and secured hereby.

AND the said Mortgagor^s, for themselves and their heirs, legal representatives, successors 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 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, its successors, 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 erected on said land insured in a sum not less than Two Thousand and 00/100 Dollars, or for the full insurable value of said building or buildings and improvements for such period of year or years as fixed by G. L. Miller Bond and Mortgage Company, and all policies written on said property shall be issued by the Insurance Department of G. L. Miller Bond and Mortgage Company, at the usual rates for such insurance, in one or more Companies which are acceptable to the Mortgagee or Trustee, who is to hold all policies, with proper loss clauses attached as further collateral security so long as this indebtedness remains unpaid.

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.

It is agreed and understood between the parties hereto that all premiums for such policies due or becoming due as hereinbefore provided shall be paid in cash by the makers hereof upon the execution of such policy or policies of insurance; that in case of failure to pay such premium, or any part thereof, as such amount or amounts become due as aforesaid, that the amount so due for such premium shall be secured by this instrument in like manner as the principal indebtedness, and the failure to pay such premium or premiums within thirty days after the execution, at the option of the holder of the promissory notes hereby secured, shall mature the entire mortgage indebtedness and suit may be instituted to foreclose this mortgage.

5. To commit, permit 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 Eighteen Hundred Sixty and 00/100 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 Mortgagor^s have hereunto set their hand^s and seal^s the day and year first above written.

Signed, sealed and delivered in presence of:

Osiah Henderson
J. C. Engel

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