

OP2017.96.1

*Elderidge — Amer. Natl.*

**BROWARD ABSTRACT  
CORPORATION**  
(A FLORIDA CORPORATION)

220 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA

---

**ABSTRACTS OF TITLE**

TO ALL LANDS AND LOTS IN THE COUNTY OF BROWARD  
STATE OF FLORIDA

**TITLE INSURANCE**

*Representing*

**Lawyers Title Insurance Corporation**  
Richmond, Virginia

Lots 27 and 28 in Block 49 of  
OAKLAND PARK SECOND ADDITION

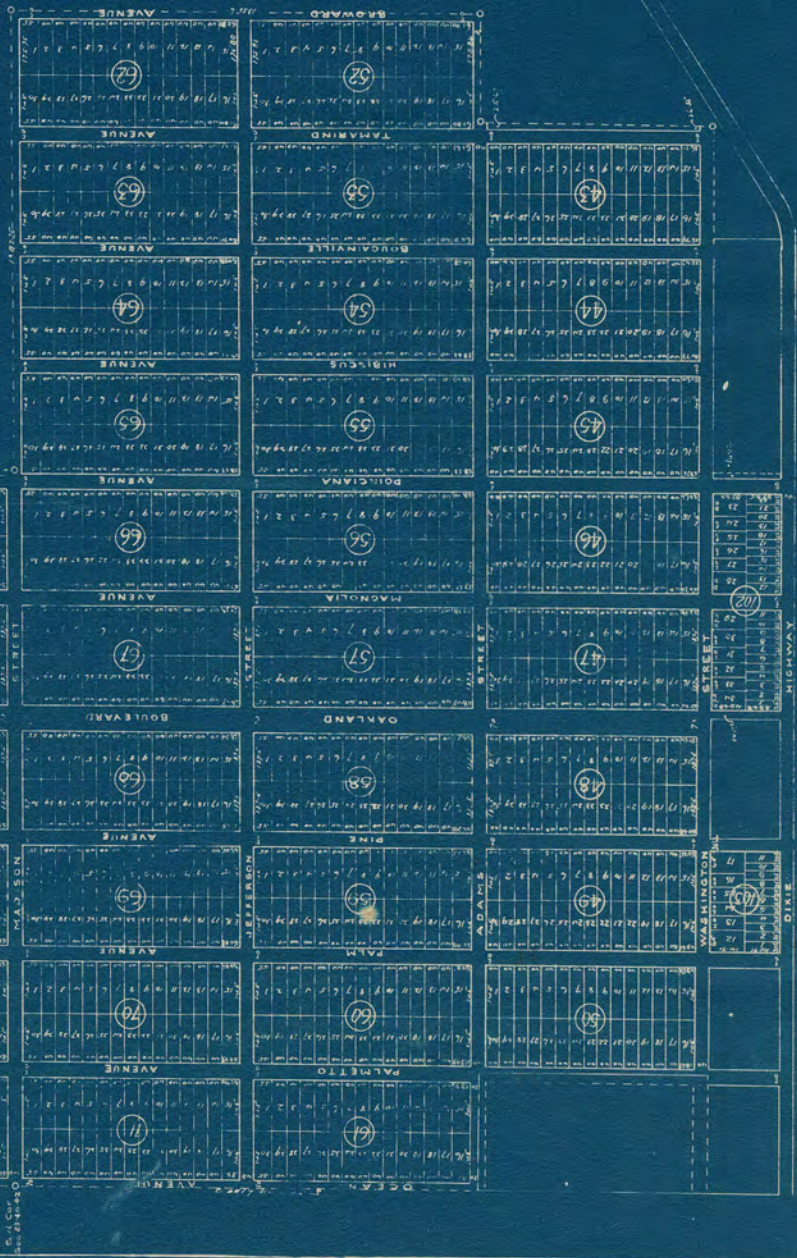
SUBDIVISION OF  
**OAKLAND PARK**  
SECOND ADDITION

FOR  
SKIPDULL IMPROVEMENT CO.  
July 1922  
Superiority  
J. S. Skidmore, Civil Engineer

Scale 1/4" = 1'-0"

July 1922  
Superiority

J. S. Skidmore, Civil Engineer



This plat is filed for the purpose of recording the same and that it is a true and correct copy of the original as shown to the undersigned by the engineer in charge of the same.  
Witness my hand and seal of office this 18th day of July, 1922.  
J. B. Baskin, Jr.  
County Clerk, Broward County, Fla.

Accepted for recording  
at the office of the Clerk of the County of Broward, Florida, this 18th day of July, 1922.  
J. B. Baskin, Jr.  
County Clerk

219872

18  
39  
July 1922  
Broward County

39  
1-39  
27-23  
7-18-23

139

139

No. 20014

102/NE 33rd St

ABSTRACT OF TITLE

TO

Lots Twenty-seven (27) and Twenty-eight (28)  
of Block Forty-nine (49) of Oakland Park,  
Second Addition, as per plat thereof recorded  
in Plat Book 1, page 39 of the public records  
of Broward County, Florida; said lands sit-  
uate, lying and being in Broward County,  
Florida.

LAUDERDALE ABSTRACT  
AND  
GUARANTY TITLE COMPANY  
FORT LAUDERDALE, FLORIDA

NOTE: According to the plat thereof, said  
lots are situated in and comprise a  
portion of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the  
SW $\frac{1}{4}$  of Section 23, Township 49 South,  
Range 42 East.

Abstracter.

- - -

No. 17.

Plat

of

Subdivision of Oakland  
Park, Second Addition

for

Skipdull Improvement  
Company.

July 1923 - Scale 300 ft.

1 In.

Surveyed by J. S. Rhine, Civil  
Engineer.

Plat

Filed July 18, 1923

Plat Book 1, page 39

Description of lands embraced in Oakland Park, Second Addition.

$S\frac{1}{2}$  and  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  and  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of Section 22, Township 49, South, Range 42 East, and  $W\frac{1}{2}$  of  $SW\frac{1}{4}$ ;  $W\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ;  $N\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ;  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $NW\frac{1}{4}$ ;  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ; that part of  $S\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$  lying West of right of way of Florida East Coast Railway Company; and that part of the  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$  lying West of right of way of Florida East Coast Railway Company in and a part of Section 23, Township 49 South, Range 42 East, Broward County, Florida; also, the  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $SW\frac{1}{4}$  of Section 23, Township 49 South, Range 42 East, Florida.

This is to certify that we, the officers of the Skipdull Improvement Company have caused the attached plat to be made and that we do hereby dedicate to the perpetual use of the public all streets shown thereon and within the boundaries of the land as owned by us.

Signed: Skipdull Improvement Company

By A. T. Barkdull, President  
T. H. Barkdull, Secretary

NOTE: Description on plat recites (as above)  $S\frac{1}{2}$  and  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  and  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of Section 22, Township 49 South, Range 42 East, but drawing of plat shows  $S\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  and  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  and  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of Section 22, Township 49 South, Range 42 East. Abstractor.

No. 18.

State of Florida

to

Skipdull Improvement Company

Letters Patent

Dated May 7, 1923

Filed May 28, 1923

Recorded in Corp. Rec. 1,  
page 187

Broward County Records

GRANTS Letters Patent, with a capital stock of \$50,000.00 to buy, sell, deal in, lease, hold, or improve real estate, etc.

The Articles of Incorporation recite that the said corporation shall exist for a period of ninety-nine years.

Signed in the name of the first party, by Cary A. Hardee, Governor; H. Clay Crawford, Secretary, of State, with the Great Seal of the State of Florida, affixed.

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No. 19.

Incorporation

of

Skipdull Improvement Company

Affidavit

Filed May 28, 1923

Recorded in Corp. Rec. 1  
page 190

Broward County Records

RECITES:

State of Florida,  
Dade County.

Before the undersigned authority, a Notary Public, personally appeared H. N. Pitt, who being by me first duly sworn says; that he is the Secretary & Treasurer of the Skipdull Improvement Company, a corporation organized and existing under the laws of the State of Florida; that ten per cent of the capital stock of said corporation has been subscribed for and paid in; that a like affidavit has been filed in the office of the Secretary of State of the State of Florida at Tallahassee, Florida.

H. N. Pitt.

Sworn to and subscribed before me this 15th day of May, A. D. 1923.

B. V. Pitt

Notary Public, State of Florida at Large. My commission expires  
April 13, 1927. (N. P. Seal)

PREAMBLE

Under the Treaty of 1821 with Spain, by which the United States acquired the "Floridas," all the public and vacant lands became the property of the United States.

(See Federal Statutes, annotated, Vol 7, Page 810.)

The Act of Congress, approved March 3, 1845, admitting Florida into the Union of States reserved to the United States, and exempted from taxation the public lands lying therein whilst remaining the property of the United States.

(See United States Statutes at large, Vol. 5, Page 742.)

The Act of Congress, approved September 28, 1850, commonly called the "Swamp Lands Act") granted to the State of Florida, all the "Swamp and Overflowed Lands" within the State.

(See United States Statutes at large, Vol. 9, Page 519.)

The Act of the Legislature of the State of Florida, approved January 6, 1855, vested the title to all of the lands granted to the State under the "Swamp Lands Act" in the Trustees of the Internal Improvement Fund of the State of Florida, (said Trustees being the Governor and members of his cabinet for the time being.)

(See Chapter 610, Acts of 1855, and now Sections 616, 617 and 620 of the General Statutes, 1906.)

The Commissioner of Agriculture of the State of Florida is the legal custodian of the Patents issued by the United States of America under the Act of Congress, approved September 28, 1850.

(See Sections 155 and 156, General Statutes of Florida.)

There is no requirement of law that such Patents to the State be recorded in the Counties wherein the lands lie.

THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA,

To

FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY.

1.  
Deed No. 14273.

Dated September 24, 1890.  
Filed December 2, 1890.  
Recorded in Deed Book "D," Page 362.

Recites:

That by Section 4 of Chapter 3995, of the Laws of Florida, approved May 29, 1889, it was made the duty of the Trustees of the Internal Improvement Fund of the State of Florida, and they are thereby required to convey to the Florida Coast Line Canal and Transportation Company, from time to time, as its work progresses, 3840 acres per mile of the lands now held in reserve for the said Company, for each Section of Six Miles of the Canals and Waterways between St. Augustine and Biscayne Bay, which shall be found by inspection of the Engineer of the said Board, to be in conformity with the specifications prescribed in Section 3 of said Act, said lands to be the Even and Odd Numbered Sections which lie nearest to the line of the route of its Canals and Waterways;

That it appears from the report of John Bradford, the engineer of the said Board, that he has examined the said Canal and Waterways from the West end of Haulover Cut to Jupiter, a distance of 134½ miles, and that he found no portion of it, less than 5 feet in depth and 50 feet in width, taking mean low water as a basis;

That it appears from the said report, that there are 17 Sections of 6 miles each of said Canals and Waterways of the said Company inspected by him South from the 126 mile point indicated in Section 4 of said Act, which are in conformity with the specifications prescribed in Section 3 of said Act;

That the said Company has applied to the said Trustees for deeds of conveyance to it, or its assigns, of the lands to which it is now entitled for the said 17 Sections of its completed Canals and Waterways;

That the lands hereinafter described, selected by the salesman in accordance with the Resolution of the Board of August 20, 1890, are the even and odd numbered Sections of the lands now held in reserve for the said Company, which lie nearest to the line of the route of its Canals and Waterways and which were granted to the State of Florida by Act of Congress of September 28, 1850, to-wit:

The land described in caption hereof and other lands, containing in aggregate 345,971.80 acres, and lying in the County of Dade, State of Florida.

Therefore, the said Trustees of the Internal Improvement Fund of the State of Florida, in consideration of the premises and in conformity with the Act of the Legislature aforesaid, do, by these presents, Give, Grant and Convey unto the said Florida Coast Line Canal and Transportation Company, its successors and assigns forever, the lands hereinbefore mentioned and described.

Signed by each of said Trustees. Seal of the Department of Agriculture of the State of Florida attached.

FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY,  
a Corporation, Laws of Florida,

To

THE AMERICAN LOAN AND TRUST COMPANY,  
of New York, Trustee.

2.  
Deed of Trust (or Mortgage.)

Dated February 23, 1885,  
Filed April 28, 1885,  
Recorded in Mortgage Book "A," Page 216.  
Consideration: \$400,000.00.

Grant, bargain, sell and convey:

All and singular the whole of Canal, constructed or hereafter to be constructed and operated, commencing at the City of St. Augustine, Florida, and extending through the Counties of St. John, Volusia, Brevard and Dade to the headwaters of Biscayne Bay; and all wharf and shop grounds, yards and other grounds used and to be used in connection therewith, and all station houses, freight houses, machine houses, docks and all other structures, buildings and fixtures whatsoever; and all lands that have been or may hereafter be granted to the said party of the first part by the Trustees of Internal Improvement Fund of the State of Florida for and upon the completion of the said Canal and every 6 miles thereof, and all material, boats, etc., together with all corporate rights, etc. In trust for the equal pro rata benefit and security of all and every person or persons, or body or bodies corporate, who may be or become holders of the bonds or such of them as shall be issued by the party of the first part, without preference, etc.

To secure bond issue not exceeding in the aggregate \$400,000.00, in denominations of \$1000.00 each, with interest thereon at 7 per cent. per annum, payable semi-annually.

The Trustees shall at all times have full power and authority, upon the request of the party of the first part, to release and convey to any party who may be designated in writing by the party of the first part to receive the same, or to release from the lien and operation of these presents any portion of the premises hereinbefore granted, and any lands which have been or may be hereafter granted to the party of the first part by the State of Florida, etc., at a price not below \$1.00 per acre, etc.

Signed in the name of the grantor by John Westcott, President. (Corporate Seal.) Attest: Secretary.  
Two witnesses.

Acknowledged by said President before Notary Public in St. Johns County, Florida. (Official Seal.)

Also signed: American Loan and Trust Co.

By R. N. Hazard, President.

Attest: W. D. Showson (Corp. Seal.)

THE AMERICAN LOAN AND TRUST COMPANY,  
of New York, Trustee,  
To  
FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY,  
of the State of Florida.

Releases.

And discharges all liens, claims or incumbrances of deed of trust or anything therein contained, dated February 23, 1885, and duly recorded among the land records of Dade County, Florida (and in other counties) to secure the payment of the principal and interest of 400 bonds of the face value of \$1000.00 each, bearing date with said deed of trust.

Recites:

The full payment of said bonds and interest and that the same have been cancelled and destroyed, etc.

Grant, release and convey:

All and singular the whole of the line of canal of said party of the second part, as the same is now constructed, extending through the counties of St. John, Volusia, Brevard and Dade, and all the lands that have been granted to the said party of the second part by the Trustees of the Internal Improvement Fund and all other property whatsoever in said deed of trust described.

Signed in the name of the grantor by O. D. Baldwin, President. (Corporate Seal.) Two witnesses. Attest: Secretary. Acknowledged before Commissioner of Deeds for Florida, in City, County and State of New York. (Official Seal.)

Re-Recorded on September 17, 1913, in Satisfaction Book 9, at Page 360 of the Public Records of Dade County, Florida.

3.  
Release Deed.

Dated February 20, 1891.  
Filed March 20, 1891.  
Recorded in Mortgage Book "B," Page 79.  
Consideration: \$400,000.00 and premises.

THE FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY,  
a Corporation, Laws of Florida,  
To  
THE AMERICAN LOAN AND TRUST COMPANY,  
of New York, Trustee.

Recites:

Grant, bargain, sell and convey:

All and singular the whole line of canal constructed, or hereafter to be constructed and operated, commencing at the City of St. Augustine, Fla., and extending through the counties of St. Johns, Volusia, Brevard and Dade to the headwaters of Biscayne Bay, and all wharves and shop grounds, etc., etc., and all lands that have been or may hereafter be granted to the said party of the first part by the Trustees of the Internal Improvement Fund of the State of Florida, for and upon the completion of the said canal and every 6 miles thereof, etc., etc.

In trust for the equal pro rata benefit and security of all persons who may be or become holders of bonds or such of them as shall be issued by the party of the first part, etc., etc.

To secure the payment of principal and interest of bond issue not exceeding \$1,400,000.00 in denominations of \$1000.00 each, to mature on May 1, 1908, with interest at 6 per cent. per annum, payable semi-annually.

SECTION 12: Provides, amongst other things that "In case the Trustees should resign or be removed from, or become incapacitated to execute the trust, a majority in amount of the holders of the then outstanding bonds hereunder, with the assent of the party of the first part, shall have the right and power, by an instrument in writing under their hand and seal to appoint a new Trustee to fill such vacancy, and until such appointment be so made by a majority of the bond holders, the Board of Directors of the party of the first part, with the written assent of holders of bonds then outstanding and secured hereby to the aggregate of not less than 25 per cent., may appoint a new Trustee to fill such vacancy for the time being; and in either case the new Trustee so appointed shall while he continues as such, have and possess, and be subject to the like rights, powers, estates and duties as if he had been the original Trustee hereunder."

Signed in the name of the grantor by John Westcott, President. (Corporate Seal.) Attest: Secretary. Two witnesses. Acknowledged by said President before Notary Public in St. Johns County, Florida. (Official Seal.)

Also signed: American Loan and Trust Co.

By O. D. Baldwin, President.

Attest: J. S. Thurston, Secretary.

(Corporate Seal.)

4.  
Trust Deed.

Dated May 1, 1888.  
Recorded June 6, 1889.  
Recorded in Mortgage Book "A," Page 330.  
Consideration: \$1,400,000.00.

FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY,  
To

WHOM IT MAY CONCERN.

At a meeting of the Board of Directors of the Florida Coast Line Canal and Transportation Company duly called and held at the City of St. Augustine, State of Florida, on the 25th day of March, A. D. 1891, the following communication was presented and read:

To the Board of Directors of Florida Coast Line Canal and Transportation Company.

Gentlemen:

We, the undersigned holders of more than one-half of the bonds issued by your Company and secured by a trust Deed or Mortgage to the American Loan and Trust Company, of New York, bearing date May 1, 1888, hereby consent to the appointment of Edward M. Cleary, of Washington, D. C., to act temporarily as Trustee under the said Trust Deed or Mortgage until a new Trustee is appointed by the bond holders in the place and stead of said Company, in accordance with the provisions of Section 12 of said Trust Deed or Mortgage.

Signed: Samuel Maddox,

Fred Amory,

John W. Denny,

George L. Bradley,

Henry Guilliard,

Horace S. Cummings.

And thereupon the following resolution was offered by Mr. Cummings, seconded by Mr. Amory, and adopted: "Resolved, that Edward M. Cleary, of Washington, D. C., be and he is hereby appointed Trustee to act in the place and stead of the American Loan and Trust Company, of New York, under a Trust Deed or Mortgage made and executed by this company and bearing date May 1, 1888, until such time as a new Trustee may be appointed by the holders of bonds secured by said Mortgage, in accordance with provision 12 of said Trust Deed or Mortgage."

Certified as a true transcript from the Minutes of the Board of Directors of the Florida Coast Line Canal and Transportation Company, by Samuel Maddox, Secretary. (Corporate Seal.)

5.  
Transcript from Minutes of Board of Directors.  
Dated December 20, 1900.  
Filed February 19, 1901.  
Recorded in Misc. Record Book "B," Page 202.

EDWARD M. CLEARY,  
of the District of Columbia, as substitute Trustee,  
To  
FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY,  
a corporation, Laws of Florida,

Recites:

That the Florida Coast Line and Transportation Company, on the 1st day of May, 1888, did by a certain Deed of Trust or Mortgage, convey to the American Loan and Trust Company, of New York, all its property, rights,

6.  
Release.  
Dated June 13, 1893,  
Filed June 26, 1893,  
Recorded in Satisfaction Book "A," Page 86.  
Consideration: \$100.00.



franchises, etc., then by it owned or thereafter to be acquired, in trust to secure the payment of its bonds of that date aggregating \$1,400,000.00; that said American Loan and Trust Company was, on or about the 7th of March, 1891, placed in the hands of a Receiver and then and there became incapacitated to execute the trust; that by the 12th paragraph of said trust it is provided that in case the Trustee shall become incapacitated, a new Trustee may be appointed, "and until such appointment be so made, the Board of Directors of the party of the first part, with the written assent of holders of bonds then outstanding and secured thereby to an aggregate of not less than 25 per cent., may appoint a new Trustee to fill such vacancy for the time being, and the new Trustee so appointed shall while he continues as such, have and possess and be subject to like rights, powers, assets and duties as if he had been the original Trustee hereunder; that at a meeting of the Board of Directors of said Canal Company on March 25, 1891, there was presented a communication signed by the holders of four-fifths of the outstanding bonds secured by said Deed of Trust or Mortgage, requesting the appointment of Edward M. Cleary, of Washington, D. C., and it was thereupon unanimously resolved: (Here is quoted in full the resolution by the Board of Directors of the Florida Coast Line Canal and Transportation Company appointing Edward M. Cleary, of Washington, D. C., Trustee as hereinbefore exhibited.) That said Edward M. Cleary, by virtue of said appointment has been from the 25th of March, 1891, and still is acting as Trustee in the place and stead of said American Loan and Trust Company, no other Trustee having at any time been appointed by the holders of bonds secured by said mortgage: That the said Canal Company being desirous to obtain a release of said Deed of Trust or Mortgage has produced to be surrendered to the said Edward M. Cleary, Trustee, all of its said bonds and obligations secured by said Deed of Trust or Mortgage, except income bond No. 1291, of the face value of \$1000.00 and 20 coupons, their face value aggregating the sum of \$700.00, the said bond and coupons having been mislaid or destroyed and payment thereof having been provided for to the satisfaction of the said Trustee.

That said substituted Trustee has cancelled and destroyed all the said bonds and coupons secured by said Deed of Trust and Mortgage so surrendered to him, in the presence of Samuel Maddox, Secretary of the Florida Coast Line Canal and Transportation Company, and Samuel Cross, Secretary of the Washington Safe Deposit Company, as is evidenced by his certificate attached hereto.

Quit-claims and conveys the whole line of canal and waterway as the same is now constructed, commencing at the city of St. Augustine and extending through the counties of St. Johns, Volusia, Brevard and Dade to the headwaters of Biscayne Bay, a distance of 320 miles, and all the wharves and shop grounds x x x and all the lands that have heretofore been conveyed to said Company by the Trustees of the Internal Improvement Fund of the State of Florida, as well as all the lands held in reserve for said Canal Company by said Trustees and agreed to be conveyed upon the completion of the said 320 miles of canal and every six miles thereof x x x with all the corporate rights, etc., of the party of the second part connected with or relating to said 320 miles of canal.

Excepting only such lands as have heretofore been released from the operation of said Deed of Trust or Mortgage by the said Trustees in accordance with the provisions thereof.

Signed, sealed and delivered in the presence of two witnesses. Acknowledged before Charles S. Bundy, Commissioner of Deeds for the State of Florida, residing in Washington, D. C. (Official Seal.)

Appended is a certificate by Secretary of said Company, as recited in the body of the foregoing instrument.

Re-Recorded on September 17, 1913, in Satisfaction Book 9, at Page 357 of the Public Records of Dade County, Florida.

7.

Resolution.

Dated March 15, 1900.

Filed February 19, 1911.

Recorded in Book "B" of Misc., Page 203.

Transcript from Minutes of the Board of Directors of the Florida Coast Line Canal and Transportation Company.

Recites; that at a meeting of the Board of Directors of the Florida Coast Line Canal & Transportation Company, duly called and held in the City of St. Augustine, Florida, on March 15, 1900, it was inter alia.

Resolved; that the President or Vice-President for the time being and they are hereby authorized to make sales of land of the Company at a price not below the graded rate approved by this Board, and that said President or Vice-President be and they are hereby authorized and directed for and on behalf of the Company, and for and as its act and deed to execute conveyances of the land so sold, to sign the same as such President or Vice-President and to affix the Corporate Seal to such conveyances and to cause the same to be attested by the Secretary, and when so executed and attested to acknowledge and deliver the same.

Attached is the Certificate of the Secretary of said Corporation under date of Dec. 24, 1900, to the effect that the foregoing is a true transcript of the Minutes of the Meeting of the Board of Directors of said Corporation that was held on March 15, 1900.

NOTE:—The above Transcript of Minutes of Meeting is also recorded in Deed Book 43, Page 361 of the public records of Dade County, Florida.

Incorporation  
of  
Florida Coast Line Canal and Transportation Company

Certified Copy of Articles of Association as filed in the  
office of the Secretary of State of the State of Florida.

Articles of Association of the "Florida Coast Line Canal and Transportation Company."

Be it known that John Westcott, Henry Gaillard, James M. Hallows and James L. Colee, all of St. Johns County, Florida, whose names are subscribed hereto, have formed a company, and hereby associate themselves under and by virtue of Chapter 1987 of the laws of the State of Florida, entitled "An Act to Provide a General Law for the Incorporation of Railroads and Canals," Approved February 19th, 1874, and the Acts amendatory thereof, for the purpose of constructing, maintaining and operating a canal, or artificial water course for the passage of boats and vessels, with the necessary locks, for public use in the conveyance of persons and property, and for the purpose of organizing under said Act, they do make and sign these articles of association as follows:

FIRST. The name of the company shall be the "Florida Coast Line Canal and Transportation Company."

SECOND. The canals, or artificial water course for the passage of boats and vessels, to be constructed, maintained and operated by said Company shall extend from some point near the head of Matanzas River, in St. Johns County, in the State of Florida, southward to and through or near Smiths Creek and to the head of Halifax River in Volusia County, also a canal or artificial water course from a point beginning on Mosquito Lagoon, within four miles of the Haulover, southwardly across the land to Indian River, also in Volusia County.

THIRD. The length of said canals, including the deepening and making navigable Smiths Creek for steamers will be about twelve miles.

FOURTH. Said canals are intended to connect the navigable waters of Matanzas River with the Halifax River; and Mosquito Lagoon or Hillsborough River, with Indian River.

FIFTH. The amount of capital stock of said Company is One Hundred Thousand Dollars, divided into one thousand shares of One Hundred Dollars each.

SIXTH. Refers to the manner in which the Company shall be operated and the names of the officers.

In witness whereof the corporators aforesaid have hereunto subscribed their names, place of residence and number of shares of stock, they severally agree to take in said company at St. Augustine, Florida, this 7th day of May, A. D. 1881.

John Westcott	St. Augustine, Florida
Four hundred and ninety-five shares	\$49,500
Henry Gaillard	St. Augustine, Florida
Two hundred and fifty shares	\$25,000
James M. Hallows	St. Augustine, Florida
Two hundred and fifty shares	\$25,000
James L. Colee	St. Augustine, Florida
Five shares	\$500

Sworn to by John Westcott, Henry M. Gaillard and James Hallows, Directors named in the above association and corporation, "that it is intended in good faith to construct, maintain and operate the canals mentioned in said articles of association," on May 7, 1881, before W. W. Dewhurst, Notary Public in St. Johns County, Florida, with official seal affixed.

Notation thereon: "Articles of Association of the Florida Coast Line Canal and Transportation Company. Filed May 23, 1881. Jno. L. Crawford, Secretary of State. Letters Patent issued May 23, 1881.

At a meeting of the Board of Directors of the Florida Coast Line Canal and Transportation Company held at their office in St. Augustine on the 7th day of June, A. D. 1882, Present John Westcott, J. Coryell, James L. Colee and Henry Gaillard, it was resolved, That in accordance with Section Twelve (12) of the Laws of Florida, entitled "An Act to Provide a General Law for the Incorporation of Railroad and Canals," the said canals shall be extended southward from the lower end of Indian River through Lake Worth by the most practicable route after survey of the same to the navigable waters of Biscayne Bay in Dade County, a distance of about eighty-four miles, etc.

Resolved further that it is the true intent and meaning of the Articles of Association of said corporation for connecting the navigable waters therein and herein mentioned, that whenever in the said Rivers or Creeks and Lagoons along the said route from the St. Johns River on the north and Biscayne Bay on the south, any shoals, oyster banks or other obstructions to the complete navigation of the waters of the coast between the points above named, to steamers, boats or vessels navigating the same drawing three feet of water or less shall occur interfering with the progress and navigation of the steamers, boats or vessels of the said corporation that it is a part of the work in connecting the said canals and approaches and artificial waterways to remove such obstructions as may occur by opening new channels for their own use and profit without interference with the present, or other natural channels that may be formed.

A true transcript from the record of the proceedings of the Board of Directors of the Florida Coast Line Canal and Transportation Company this twenty-fourth day of June A. D. 1882.

ATTEST:  
H. GAILLARD,  
Secretary.

Seal

JOHN WESTCOTT,  
President.  
J. CORYELL,  
Gen'l Supt.

Notation thereon,—"Additional Articles of Association of the Florida Coast Line Canal and Transportation Company. Filed June 27, 1882. Jno. L. Crawford, Secretary State.

No. 9.

Florida Coast Line Canal  
Transportation Company,  
a corporation of Florida

to

Model Land Company, a  
corporation of Florida

WARRANTY DEED

Dated February 28, 1896

Filed June 16, 1896

Deed Book 1, page 359

Dade County Transcript

Deed Book 0, page 300

Dade County Records

Consideration: \$185,137.42

CONFIRM: GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY AND

All of Section 23, in Township 49 South,  
Range 42 East

(with other lands)

Containing 24,684.99 acres, more or less.

(Corporate Seal)

Two witnesses

Florida Coast Line Canal and  
Transportation Company

By J. R. Parrott

Vice President

Attest: Sam. Maddox

Secretary

ACKNOWLEDGED April 9, 1896 by Samuel Maddox, Secretary of  
Florida Coast Line Canal and Transportation Company before a Notary  
Public in St. Johns County, Florida. (Official Seal)

ACKNOWLEDGED April 9, 1896 by J. R. Parrott, Vice Presi-  
dent of Florida Coast Line Canal and Transportation Company before  
a Notary Public in St. Johns County, Florida. (Official Seal)

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CHAPTER 6934, LAWS OF 1915 OF THE STATE OF FLORIDA

Approved April 30, 1915.

AN ACT Providing for the creation of Broward County, in the State of Florida, and for the Organization and Government thereof.

Section 1. That the County of Broward be and the same is hereby created and established to exist as a county of the State of Florida from and after the first day of October, 1915. Said County shall comprise and include all that territory situated in the County of Dade and in the County of Palm Beach, described as follows, to-wit:

Beginning on the East boundary of the State of Florida, at a point where the South boundary of Township 47, South of Range 43 East, produced Easterly would intersect the same, and running thence Westerly along said Township boundary to its intersection with the axis of center line of Hillsboro State Drainage Canal, as at present located and constructed; thence Westerly along the center line of said canal to its intersection with the Section line dividing Sections 26 and 35, of Township 47, South of Range 41 East; thence Westerly on the Section lines dividing Sections 26, 35, 27, 34, 28, 33, 29, 32, 30, 31 to the Northwest corner of said Section 31 of Township 47, South of Range 41 East; thence South on the range line dividing ranges 40 and 41, of Township 47 South, to the Northeast corner of Section 25 of Township 47, South of range 40 East, a distance of one hundred and six feet more or less; thence due West on the North boundary of the sections numbered from 25 to 30 inclusive of Townships 47 South, of Ranges 37 to 40 East, inclusive as the same have been surveyed, or may hereafter be surveyed, by the authority of the Trustees of the Internal Improvement Fund of the State of Florida, to the Northwest Corner of Section 30, of Township 47, South of Range 37, East, thence continuing due West to the range line between Ranges 34 and 35; thence Southerly on the Range line dividing ranges 34 and 35, to the Southwest corner of Township 51, South of Range 35 East, thence East following the South line of Township 51, South across Ranges 35, 36, 37, 38, 39 and 40 to the Southwest corner of Township 51 South of Range 41 East, thence North on the Range line dividing Ranges 40 and 41 to the Northwest corner of Section 31, of Township 51, South of Range 41 East; thence Easterly on the North boundary of Sections 31, 32, 33, 34, 35 and 36, of Township 51 South of Range 41 East, and Sections 31, 32, 33, 34 and 35, of Township 51 South of Range 42, East, to the waters of the Atlantic Ocean; thence due East to the Eastern boundary of the State of Florida; thence Northerly along said Eastern boundary to the point of beginning.

Section 8. Provides that all actions and proceedings in Dade and Palm Beach Counties in the Circuit Court or County Court or any other Court or before any officer or board of said County, on October 1, 1915, whereof any Court, officer or board of Broward County would have had jurisdiction if said county had been in existence when such action was instituted, shall be transferred to the offices or Board of Broward County having jurisdiction of such matters, and that all pleadings, papers and documents pertaining to any such actions, etc., shall be delivered to the proper officer of Broward County.

Sections 9 and 11. Provide that the Clerk of the Circuit Court, and the County Judge of Broward County, shall procure, as the County Commissioners may direct, a transcript of all matters of record, and any and all papers or documents in the office of the Clerk of the Circuit Court and the County Judge of Dade and Palm Beach Counties which may affect the interests of Broward County, which transcription shall be of the same force and effect as the original records.

Section 17. Provides that "All redemptions of lands lying in Broward County, which shall have been certified or sold for taxes prior to the first day of October, 1915, whether certified or sold to the State or individuals, shall be made through the Clerk of the Circuit Court of Broward County."

No. 11.

W. A. McRae, Commissioner of Agriculture of the State of Florida

to

THE PUBLIC.

CERTIFICATE

Dated April 16, 1921  
Filed April 18, 1921

Deed Book 13, page 194,  
Broward County Records.

RECITES: "I, W. A. McRae, Commissioner of Agriculture of the State of Florida, HEREBY CERTIFY that as such officer I am the legal custodian of the records of deeds and papers pertaining to the public lands of said State and all patents and approved lists issued by the United States of America to the State of Florida for all lands granted to the State under the several Acts of Congress; and

Pursuant to Section 2724 of the Revised General Statutes of Florida, I FURTHER CERTIFY that the following described lands were patented by the United States of America to the State of Florida, under Act of Congress of September 28, 1850, and are embraced in the following patents bearing the following dates, to-wit:

All of Sections 19, 20, 21, 22, 23 (and other lands) in Township 49 South, Range 42 East, are embraced in Patent No. 20, Tampa District, bearing date of Feb. 14, 1880.

And I FURTHER CERTIFY that all of the foregoing described records are on file in this office and in my custody as aforesaid.

IN TESTIMONY WHEREOF, I have hereunto set my hand, officially, and have caused to be affixed hereto the seal of The Department of Agriculture of the State of Florida at the Capitol, in the City of Tallahassee, on this, the 16th day of April, A. D. 1921.

(SEAL OF THE DEPARTMENT  
OF AGRICULTURE OF THE  
STATE OF FLORIDA.)

W. A. McRae  
Commissioner of Agriculture of the State of  
Florida. "

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No. 12.

Florida Coast Line Canal  
and Transportation Company,  
a Florida corporation

to

The Model Land Company, a  
Florida Corporation

Warranty Deed #75981  
Dated February 28, 1896  
Filed January 5, 1926

Deed Book 94, page 105,  
Broward County Records.

Consideration: \$185,137.42

GRANT, Bargain, Sell, Alien, Remise, Convey and Con-  
firm:

All of Section 23, Township 49 South, Range 42 East

(with other lands)

Florida Coast Line Canal and  
Transportation Company,

By J. R. Parrott, Vice-President

(Corporate Seal)  
Two witnesses

Attest: Samuel Maddox, Secretary

ACKNOWLEDGED April 9, 1896 by J. R. Parrott and Samuel  
Maddox, as Vice President and Secretary, respectively, of Florida  
Coast Line Canal and Transportation Company, before a Notary Pub-  
lic in St. Johns County, Florida. (Official Seal).

This instrument filed for record June 16, 1896, in  
Book "0" of Deeds at page 301, Dade County Records. Signed by  
Clerk. (Official Seal).

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No. 13.

State of Florida  
to  
Model Land Company

Letters Patent. #101544  
Dated February 6, 1896  
Filed October 7, 1926  
Corp. Book 3, page 214,  
Broward County Records

Capital Stock: \$30,000.00.

Term of Existence: 99 years.

Place of Business: St. Augustine, St. Johns County,  
State of Florida, with power to establish offices and agencies in  
other places within or without the State of Florida.

Nature of Business: The general nature of the business to  
be transacted is the purchasing, holding, farming, improving and  
selling real estate within the State of Florida, and to do a  
general real estate business.

Liability: \$400,000.00. (Amended to \$1,250,000.00)

Certificate of true copy dated February 6, 1896, by Jno.  
L. Crawford, Secretary of State of the State of Florida. (Offi-  
cial Seal)

Certificate of true copy dated February 19, 1896, by  
Clerk of the Circuit Court, Duval County, Florida, as recorded in  
1 Corporations, page 12. (Official Seal)

No. 14.

Affidavit  
of  
James E. Ingraham

Affidavit. #101545  
Dated May 30, 1896  
Filed October 7, 1926  
Corp. Book 3, page 215,  
Broward County Records

STATE OF FLORIDA,  
COUNTY OF ST. JOHNS. ss.

Before me personally came James E. Ingraham, who, being  
first duly sworn, says that he is Vice-President and Treasurer of  
the Model Land Company, a corporation duly organized and existing  
under the laws of the State of Florida; and that he, as such Vice-  
President and Treasurer, deposes and says that ten per cent of the  
Capital Stock of said Model Land Company, amounting to Three Thous-  
and Dollars, has been subscribed, and paid.

James E. Ingraham  
Vice-President and Treasurer.

Sworn to and subscribed before me this 30th day of May,  
A. D. 1896.

(N. P. Seal)

W. W. Dewhurst  
Notary Public for the State of Florida.

Endorsed: Model Land Company.  
Certificate of Treasurer that 10 per cent of stock is  
paid in.

Filed June 1st, 1896.

David L. Dunham,  
Clerk Circuit Court, St. Johns County, Florida

Record Verified.

Filed in the office of the Secretary of State, of Florida  
June 3, 1896.

- - - - -

No. 15.

Model Land Company, a  
Florida corporation

to

J. Gerald Lewis

WARRANTY DEED

Dated March 21, 1923

Filed March 31, 1923

Deed Book 23, page 122

Broward County Records

Consideration: \$900.00

GRANT, BARGAIN, SELL, REMISE, CONVEY & CONFIRM:

The NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the S $\frac{1}{2}$  of  
the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23,  
Township 49 South, Range 42 East.

Except as to the lien of all taxes assessed against said  
land subsequent to the year 1922, which said taxes the grantee  
herein assumes and agrees to pay.

(Corporate Seal)

Two witnesses

Model Land Company  
By J. E. Ingraham, President  
Attest: Sidney Harrison,  
Secretary

ACKNOWLEDGED March 21, 1923 by J. E. Ingraham, Presi-  
dent of Model Land Company, before a Notary Public in St. Johns  
County, Florida. (Official Seal) Commission expires July 15, 1925.

ACKNOWLEDGED March 21, 1923 by Sidney Harrison, Secre-  
tary of Model Land Company, before a Notary Public in St. Johns  
County, Florida. (Official Seal) Commission expires July 15, 1925.

- - -



No. 16.

J. Gerald Lewis  
a single man

to

F. A. Battey

WARRANTY DEED

Dated March 27, 1923

Filed April 18, 1923

Deed Book 23, page 276

Broward County Records

Consideration: \$100.00

and OVC

GRANT, BARGAIN AND SELL:

The NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , and the South  
5 acres of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , all  
in Section 23, Township 49 South, Range 42  
East, Broward County.

Two witnesses

J. Gerald Lewis (Seal)

ACKNOWLEDGED March 26, 1923 by J. Gerald Lewis, a single  
man, before a Notary Public in Dade County, Florida. (Official  
Seal) Commission expires April 15, 1925.

- - -

No. 20.

State of Florida

to

East Coast Improvement Company

Letters Patent

Dated September, 26, 1923

Filed November 3, 1923

Corp. Rec. 1, page 221

Broward County Records

GRANTS Letters Patent, with a capital stock of \$100,000.00, for the purpose of buying, Selling leasing, holding or improving real estate, etc.

The Articles of Incorporation recite that this corporation shall exist for a period of ninety-nine years.

Signed in the name of the first party by Cary A. Hardee, Governor; H. Clay Crawford, Secretary of State with the Great Seal of the State of Florida affixed.

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No. 21.

In Re: Incorporation

of

East Coast Improvement Company.

Affidavit

Filed November 3, 1923

Corp. Rec. 1, page 221

Broward County Records

RECITES:

State of Florida,  
Dade County.

Before the undersigned authority personally appeared T. H. Barkdull, who being first duly sworn, says that he is the Treasurer of the East Coast Improvement Company, a corporation, that more than ten per cent of the capital stock of said corporation has been subscribed and paid in; that a like copy of this affidavit has been filed in the office of the Secretary of State, of the State of Florida, at Tallahassee, Florida,

T. H. Barkdull.

Sworn to and subscribed before me,  
this 5th day of October, A. D. 1923.

Bertha V. Pitt,

Notary Public State of Florida at large

My commission expires April 13, 1927. (N. P. Seal)

No. 22.

East Coast Improvement Company

to

Kuhns, Hollingsworth and  
Maddox

AGREEMENT

Registry No. 48470

Dated April 7, 1925

Filed May 15, 1925

Misc. Book 3, page 262

Broward County Records

Consideration: \$2500.00

Party of the first part agrees to sell:

Lots 1 to 14 inclusive and Lots 17 to 30  
inclusive of Block 49 (with other lands)  
of Oakland Park 2nd Addition, according  
to plat thereof recorded in Plat Book 1,  
page 39 of the Public Records of Broward  
County, Florida.

Party of the second part agrees to pay therefor:

\$28,865.00 full purchase price of the property;  
\$2500.00 cash, receipt acknowledged, and the balance of  
\$26,365.00 to be paid on or before May 15, 1925.

Provided abstract shows title to said property good  
and merchantable.

East Coast Improvement Company  
By A. Barkdull,  
President

Two witnesses

Kuhns, Hollingsworth and Maddox  
By L. W. Hollingsworth

- - -

No. 23.

Sam Kuhns of Fort Lauderdale,  
Broward County, Florida

to

J. L. Humphreys of Fort  
Lauderdale, Broward County,  
Florida

AGREEMENT

Registry No. 66788

Dated May 19, 1925

Filed October 27, 1925

Deed Book 81, page 153

Broward County Records

Consideration: \$31,295.00

Party of the First part agrees to sell:

One-fourth interest in the following described property:

73 lots located in Oakland Park, Broward County, Florida, in Block 47, 48 and 49.

Party of the 2nd part agrees to pay therefor:

The purchase price of the lots are:

\$31,295.00 in the following manner: \$9,190.00 cash, of which sum J. L. Humphreys is to pay one fourth amounting to \$2297.50. A receipt of which is hereby acknowledged and the balance due on above lots \$22,105.00 due in two years in eight equal installments payable every three months, of which installments J. L. Humphreys agrees to assume and pay one-fourth of each installment due every 3 months.

It is further agreed between the party of the first part and the party of the second part that they alone, are to have the exclusive sale of the lots above mentioned, and that the one making the sale is to be paid 10% commission, said commission coming out of of the profits of the sale of said lots.

It is further agreed between the parties hereto that in the event of said J. L. Humphreys being unable to complete said payments above mentioned due by him every three months, said party of the first part, Sam Kuhns is to complete and assume said payments due and said J. L. Humphreys is still to have his equity in the lots above mentioned and to share proportionally in the profits on said lots.

Two witnesses

Sam Kuhns

J. L. Humphreys

ACKNOWLEDGES August 8, 1925 by Sam Kuhns and J. L. Himpheys before a Notary Public in Broward County, Florida. (Official Seal) Commission expires July 13, 1929.

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No. 24.

F. A. Battey, joined by  
his wife, Jessie M. Battey,  
to  
Sam Kuhns

WARRANTY DEED  
Registry No. 68356  
Dated November 5, 1925  
Filed November 7, 1925  
Deed Book 69, page 315  
Broward County Records  
Consideration: \$10.00  
and OG & VC

GRANT, BARGAIN AND SELL:

Lots 1 to 14 inclusive and Lots 17 to 30  
inclusive, of Blk. 49 of Oakland Park  
Second Addition, a subdivision in Broward  
County, Florida, as per plat thereof re-  
corded in Plat Book 1, page 39 of the  
public records of Broward County, Florida.

Grantee assums all taxes and assessments subsequent  
to the year 1924.

Two witnesses

F. A. Battey (Seal)  
Jessie M. Battey (Seal)

ACKNOWLEDGED November 5, 1925 by F. A. Battey joined by  
his wife, Jessie M. Battey, before a Notary Public in Dade County,  
Florida. (Official Seal) Commission expires June 19, 1928.

Jessie M. Battey, wife of F. A. Battey, examined sep-  
arate and apart from her husband.

- - -

No. 25.

Sam Kuhns  
to  
F. A. Battey

MORTGAGE  
Registry No. 68782  
Dated November 5, 1925  
Filed November 12, 1925  
Mtg. Book 28, page 466  
Broward County Records  
Consideration: \$19341.88

ENCUMBERS:

Lots 1 to 14 inclusive and Lots 17 to 30 inclusive of Blk. 49 (with other lands) of Oakland Park Second Addition, a subdivision in Broward County, Florida, as per plat thereof recorded in Plat Book 1, page 39, of the public records of Broward County, Florida.

This is a purchase money mortgage and is given in the amount of the unpaid purchase price of the above described property.

The Mortgagee agrees to release from under this mortgage any of the above described lots with the exception of corners upon the payment of \$310 per lot and to release the corner lots upon the payment of \$400 per lot and that all such release monies <sup>paid</sup> shall apply upon the next maturing note.

SECURES: \$19,341.88 evidenced by seven certain promissory notes of even date herewith, for the sum of \$2763.12 each, due and payable on November 20, 1925, Feb. 20, 1926, May 20, 1926, Aug. 20, 1926, Nov. 20, 1926, Feb. 20, 1927 and May 20, 1927, respectively after date, with interest at 6% per annum from date, payable quarterly.

Two witnesses

Sam Kuhns

(Seal)

ACKNOWLEDGED November 5, 1925 by Sam Kuhns before a Notary Public in Dade County, Florida. (Official Seal) Commission expires June 19, 1928.

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No. 26.

Clyde O. Maddox, and Myrtle  
Jane Maddox, his wife,

to

Sam Kuhns

QUIT CLAIM DEED  
Registry No. 76585  
Dated January 2, 1926  
Filed January 9, 1926  
Deed Book 79, page 474  
Broward County Records  
Consideration: \$10.00  
and OVC

REMISE, RELEASE AND QUIT CLAIM:

Lots 1 to 14 both inclusive, and Lots 17 to 30,  
both inclusive, of Blk. 49, (said lots being  
situate in and a portion of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of SW $\frac{1}{4}$   
of Sec. 23, Tp. 49 S., R. 42 E.) (with other lands)  
all in Oakland Park, 2nd Addition as per plat  
thereof recorded in Plat Book 1, page 39 of the  
public records of Broward County, Florida.

Two witnesses	Clyde O. Maddox	(Seal)
	Myrtle Jane Maddox	(Seal)

ACKNOWLEDGED January 2, 1926 by Clyde O. Maddox and  
Myrtle Jane Maddox, his wife, before a Notary Public in Broward  
County, Florida. (Official Seal) Commission expires June 19, 1929.

Myrtle Jane Maddox, wife of Clyde O. Maddox, examined  
separate and apart from her said husband.

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No. 27.

L. W. Hollingsworth and  
Jeannette H. Hollingsworth,  
his wife

to

Sam Kuhns

QUIT CLAIM DEED  
Registry No. 76586  
Dated January 2, 1926b  
Filed January 9, 1926  
Deed Book 79, page 475  
Broward County Records  
Consideration: \$10.00  
and OVC

REMISE, RELEASE AND QUIT CLAIM:

Lots 1 to 14 both inclusive and Lots 17 to 30,  
both inclusive, of Block 49, (said lots being  
situated in and a portion of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of  
SW $\frac{1}{4}$  of Section 23, Township 49 South, Range  
42 East) (with other lands) all in Oakland  
Park, Second Addition, as per plat thereof re-  
corded in Plat Book 1, page 39, of the public  
records of Broward County, Florida.

Four witnesses

L. W. Hollingsworth (Seal)  
Jeannette H. Hollingsworth(Seal)

ACKNOWLEDGED January 6, 1926 by Jeannette H. Hollingsworth  
before a Notary Public in Duval County, Florida. (Official Seal)  
Commission expires June 15, 1927.

ACKNOWLEDGED January 2, 1926 by L. W. Hollingsworth before  
a Notary Public in Broward County, Florida. (Official Seal) Com-  
mission expires December 12, 1929.

Jeannette H. Hollingsworth, wife of L. W. Hollingsworth,  
examined separate and apart from her said husband.

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No. 28.

J. L. Humphreys and Sarah  
Humphreys, his wife

to

Sam Kuhns

QUIT CLAIM DEED  
Registry No. 77274  
Dated January 13, 1926  
Filed January 15, 1926  
Deed Book 93, page 209  
Broward County Records  
Consideration: \$10.00  
and OVC

REMISE, RELEASE AND QUIT CLAIM:

Lots 1 to 14, both inclusive and Lots 17 to 30, both inclusive, of Block 49; (with other lands) all in Oakland Park, Second Addition, as per plat thereof recorded in Plat Book 1, page 39 of the public records of Broward County, Florida.

This quit claimed deed is executed for the purpose of releasing all of the right, title or interest in and to the above described lands which the said J. L. Humphreys has acquired under and by virtue of an agreement, dated May 19, 1925 and filed for record in the office of the Clerk of the Circuit Court of Broward County, Florida, on October 27, 1925 between the grantee herein and the said J. L. Humphreys.

Two witnesses

J. L. Humphreys (Seal)  
Sarah Humphreys (Seal)

ACKNOWLEDGED January \_\_\_\_, 1926, by J. L. Humphreys and Sarah Humphreys, his wife, before a Notary Public in Broward County, Florida. (Official Seal) Commission expires July 5, 1928.

Sarah Humphreys, wife of J. L. Humphreys, examined separate and apart from her said husband.

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No. 29.

Oma Kuhns,  
Complainant

vs

Sam Kuhns,  
Defendant

and

Ada Roberts alias  
Ada Overman  
Co-Defendant

NOTICE OF LIS PENDENS  
Dated May     , 1926  
Filed May 13, 1926

L/P Book 2, page 19  
Broward County Records

Chancery No. 3358

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL  
CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA,  
IN CHANCERY

TO WHOM IT MAY CONCERN:

You will please take notice that on      of May, A. D. 1926, Complainant in the above cause filed her Bill of Complaint seeking divorce from Sam Kuhns, applying for alimony and praying that the following described property situate in Broward County, Florida be awarded her or held as security in payment of her alimony. 72 lots in Oakland Park, Broward County, Florida, of which he still owns the following:

Lots 3 to 13, inclusive, 17 to 30, inclusive, in  
Block 49 (with other lands)

All persons are therefore warned of the pendency of this suit.

McCune, Casey, Hiaasen & Fleming

- - -

June 18, 1926 filed Final Decree, recorded in Chancery Order Book 7, page 11 as follows:

"This cause coming on to be heard for a final hearing before the Court, and it appearing to the Court that the Defendant, Sam Kuhns, was regularly and legally served in person with process of this Court; that a Decree Pro Confesso was entered on Rule Day in June, A. D. 1926, and the Complainant in open Court before me announced that she dismissed her case against Ada Roberts, alias Ada Overman, Co-defendant, for the reason that she had been unable to obtain service of process on her, and Complainant further, in

(continued)

No. 29 (continued)

open Court, having announced that she abandoned her claim for alimony, and wished to have the same not adjudicated in this trial, and the Court being duly advised in the premises thereupon:

It is Ordered, Adjudged and Decreed, that the bonds of matrimony existing between Oma Kuhns and Sam Kuhns be, and the same are, hereby forever dissolved, and the Complainant be and she is, hereby given an absolute divorce from the defendant, Sam Kuhns.

It is further Ordered, Adjudged and Decreed, that the matter of alimony is not adjudicated in this cause.

It is further Ordered, Adjudged and Decreed, that Complainant be allowed solicitor's fees, in the sum of \$500.00 and the said Defendant, Sam Kuhns, be and he is hereby directed and ordered to forthwith pay the same, and the same shall constitute a lien on all his property until satisfied.

It is further Ordered, Adjudged and Decreed that the Defendant, Sam Kuhns, pay the costs in this cause, to be taxed by the Clerk and that the cause be dismissed as to Ada Roberts, alias Ada Overman.

Done and Ordered at Chambers in West Palm Beach, Florida, this 11th day of June A. D. 1926.

C. E. Chillingworth  
Circuit Judge in Chancery sitting.

(Note: We except herefrom all other matters in the above cause)

Abstracter.

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No. 30.

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT, STATE OF FLORIDA, IN  
AND FOR BROWARD COUNTY. IN CHANCERY

F. A. Battey,  
Complainant

Chancery No. 3964

vs

Progress Docket 5, page 216

Sam Kuhns, Oma Kuhns,  
J. L. Humphreys and Sarah  
Humphreys, his wife  
Defendants

Broward County Records

FORECLOSURE OF MORTGAGE

February 28, 1927 filed Notice of Lis Pendens recorded  
in Lis Pendens Book 2, page 439 as follows:

"Notice is hereby given that a suit was instituted in  
the Circuit Court in and for Broward County, Florida, in Chancery  
on the 28th day of February A. D. 1927, by F. A. Battey against  
Sam Kuhns, Oma Kuhns, J. L. Humphreys and Sarah Humphreys, his wife.

The property involved in this suit is described as fol-  
lows:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28  
of Block 49 of Oakland Park Second Addition,  
a subdivision in Broward County Florida, accord-  
ing to plat thereof recorded in Plat Book 1,  
page 39, of the Public Records of Broward  
County, Florida. (with other lands)

All lying and being situated in Broward County,  
Florida.

The relief sought by the said suit is the foreclosure  
of a mortgage executed by the defendant Sam Kuhns to the Com-  
plainant F. A. Battey, under date of November 5th, A. D. 1925,  
to secure the indebtedness recited in said mortgage, and the  
decreeing that the said mortgage is a lien on the said property  
superior to all claims of the defendants above named; the de-  
creeing of a sale of the said property by a Special Master under  
the direction of this Court in default of payment of the amount  
found due to the Complainant under the said mortgage and the  
terms thereof and for further appropriate relief.

W. M. Pope  
Solicitor for Complainant  
By W. G. Miller

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(continued)

No. 30 (continued)

February 28, 1927 filed Bill of Complaint against Sam Kuhns, a divorced man, of the city of Miami, Dade County, Florida, and against Oma Kuhns, a divorced woman, formerly the wife of Sam Kuhns, and who has been granted an absolute divorce from the bonds of matrimony by this Honorable Court; and against J. L. Humphreys and Sarah Humphreys, his wife, each of the City of Fort Lauderdale, Broward County, Florida, for the foreclosure of a mortgage recorded in Mortgage Book 28, page 466.

That Orator is the owner and holder of said Mortgage and each of the promissory notes except Note No. 1 which has been paid by the Defendant Sam Kuhns.

That there is now remaining secured by said mortgage:

Lots 1, 2, 8, 9, 10, 14, 17, 27 and 28 of Block 49 of Oakland Park Second Addition, a subdivision in Broward County, Florida, as per the plat thereof recorded in Plat Book 1, page 39 of the Public Records of Broward County, Florida

(with other lands)

That he released from the operation of the said mortgage Lot 19 of Block 49 of Oakland Park, Second Addition, a subdivision in Broward County, Florida, as per the plat thereof recorded in Plat Book 1, page 39 of the public records of Broward County, Florida, without consideration therefor for the reason that the said Defendant Sam Kuhns represented that he had a purchaser therefor and could not make a conveyance until he had procured a release of said lot and upon such representation induced your Orator to release said lot, promising to sell said lot and procure sufficient money from the sale of said lot to satisfy Orator for the release of said lot for the sum of money set forth in the partial release clause of said mortgage; Orator released the lot solely upon said promise and that the said Defendant failed, neglected and refused to sell said lot and to pay Orator any sum of money whatsoever for said release and that said Defendant recorded said partial release of mortgage releasing said Lot 19 of Block 49, of Oakland Park Second Addition and Orator further represents and charges that even though said release was signed, sealed and acknowledged, and delivered and was recorded he received no consideration and Orator charges that said partial release should and ought to be cancelled as of record and the said lot foreclosed with the remaining unreleased lots in this suit.

That the same may be decreed and the said lot be foreclosed by this suit and sold by the Special Master together with the unreleased lots to satisfy the debt by the defendant, Sam Kuhns, and secured by said mortgage.

That since the execution of the Mortgage and after the filing thereof for record the Defendant, Sam Kuhns, joined by his wife, conveyed to J. L. Humphreys, a one quarter undivided interest

(continued)

No. 30 (continued)

in and to Lot 17, Block 49 Oakland Park Second Addition, which deed was filed for record January 15, 1926.

That on the date of the execution of said Mortgage Sam Kuhns was lawfully married to the Defendant Oma Kuhns but that the said mortgage was a purchase money mortgage and that the said Oma Kuhns did not join in the said mortgage deed and that subsequent to the date of the execution and delivery of said mortgage by said defendant and the recording thereof in the public records of Broward County, Florida in a certain cause in this Honorable Court, to-wit: Chancery Cause No. 3358, Oma Kuhns was complainant and Sam Kuhns defendant, the same Oma Kuhns, by a final decree, was granted a Final Decree of absolute divorce from the defendant, Sam Kuhns, and that in said final decree it was specifically provided that said final decree did not determine the matter of alimony and it was provided in and by said decree that the said Oma Kuhns was allowed \$500.00 attorney's fee and the same was declared to be a lien upon all the property of the defendant, Sam Kuhns, and that said final decree was entered by this Honorable Court on June 11, 1926, and recorded in Chancery Order Book 7, page 11; Orator would further show that any right of alimony in said final decree specifically not determined or otherwise claimed by the said Oma Kuhns is subsequent, junior and inferior to the mortgage of Orator.

That J. L. Humphreys and Sarah Humphreys, his wife, are made parties hereto by reason of the fact that they appear of record as the holder of a one quarter interest in Lot 17, Block 49.

Bill of Complaint prays for a decree to cancel of record the Satisfaction of Mortgage on Lot 19, Block 49 and the foreclosure of said mortgage.

Bill is signed by F. A. Battey, Complainant; W. M. Pope, Solicitor for Complainant, by W. G. Miller.

Attached thereto are the following Exhibits:

"A", "B", "C", "D", "E", "F" and "G" being copies of promissory notes Nos. 1, 2, 3, 4, 5, 6 and 7.

"H" being the original mortgage recorded in Mortgage Book 28, page 466.

- - -

February 28, 1927 filed Affidavit of Venue.

- - -

February 28, 1927 filed Summons in Chancery issued by the Clerk, with official seal affixed, directed to Sam Kuhns, a single man and Oma Kuhns, a single woman, for appearance April 4, 1927, which summons was filed March 21, 1927 with the following indorsement thereon:

(continued)

No. 30 (continued)

"Received this summons 3-7-27, and served the same in Dade Co., Fla., upon Oma Kuhns, and Sam Kuhns, 3-8-27, and 3-9-27, respectively, by delivering to them true copies thereof, and then and there showing to them this original and explaining the contents thereof.

2 copies	.50
2 services	2.00
2 miles	.25
return	.25
	<u>3.00</u>

Henry R. Chase, Sheriff  
Dade County, Florida  
By H. Cheetham, D. S."

- - -

February 28, 1927 filed Summons in Chancery issued by the Clerk, with official seal affixed, directed to J. L. Humphreys and Sarah Humphreys, his wife, for appeared April 4, 1927, which Summons was filed March 26, 1927 with the following indorsement thereon:

"Received this writ on the 28th day of February, A. D. 1927, and executed same in Broward County, Florida on the 19th day of March A. D. 1927 by delivering a true copy of this the original writ to J. L. Humphreys, also served Sarah Humphreys by leaving a true copy of this original with J. L. Humphreys, her husband, he being over the age of fifteen years and a member of her family residing at her regular place of abode, at the same time exhibiting this the original writ to him and explaining the contents hereof.

Copies	.50
Service	2.00
Mileage	.25
Return	.25
	<u>3.00</u>

Paul C. Bryan, Sheriff  
By E. G. Grimes, D. S."

- - -

March 22, 1927 filed Praecipe for personal appearance of Sam Kuhns.

- - -

April 4, 1927 filed Praecipe for appearance of Hall & Johnson, Attorneys for Sam Kuhns.

- - -

(continued)

No. 30 (continued)

April 4, 1927 filed Praecipe for Decree Pro Confesso against Sam Kuhns, Oma Kuhns, J. L. Humphreys and Sarah Humphreys his wife.

- - -

April 4, 1927 filed Decree Pro Confesso, entered by the Clerk, with official seal affixed, and recorded in Chancery Order Book 12, page 43, against J. L. Humphreys and Sarah Humphreys, his wife, and Oma Kuhns.

- - -

May 2, 1927 filed Praecipe for Decree Pro Confesso against Sam Kuhns.

- - -

May 2, 1927 filed Demurrer of Defendant, Sam Kuhns, to complainant's Bill of Complaint by Hall and Johnson, his solicitors.

- - -

June 6, 1927 filed Motion to strike demurrer.

- - -

June 24, 1927 filed Notice to Hall and Johnson, solicitors for Defendant, Sam Kuhns, of setting down for argument motion for June 23, 1927

Acknowledgment of service of the above Notice, together with true copy, on June 14, 1927 by Hall and Johnson by said Defendant.

- - -

June 24, 1927 filed Order of Vincent C. Giblin, Judge of said Court, recorded in Chancery Order Book 15, page 158, that the demurrer of Sam Kuhns be and the same is hereby stricken and he is allowed until July 15, 1927 to file an answer.

- - -

July 15, 1927 filed withdrawal of Hall and Johnson, as solicitors for Sam Kuhns.

- - -

July 21, 1927 filed Motion for Decree Pro Confesso against Defendant, Sam Kuhns.

- - -

(continued)



No. 30 (continued)

July 21, 1927 filed Certificate of Clerk, dated July 21, 1927, that up to and including July 15, 1927 and up to and including the date of this Certificate, Sam Kuhns has failed, neglected and refused to file his answer.

- - -

July 22, 1927 filed Order of Vincent C. Giblyn, Judge of said Court, recorded in Chancery Order Book 16, page 221, entering Decree Pro Confesso against Sam Kuhns and ratifying and confirming the Decree Pro Confesso heretofore entered against Oma Kuhns, unmarried, J. L. Humphries and Sarah Humphries, his wife.

- - -

August 18, 1927, filed Motion for Final Decree.

- - -

August 18, 1927 filed Proofs of Complainant which state that Sam Kuhns is indebted to complainant in accordance with the provisions of the Mortgage, the original of which is attached to the Bill of Complaint and the original notes referred to in the Complainant's bill of complaint, the original of which are hereto attached and marked Complainant's Exhibits "A" to "F" inclusive, and that there is due and payable the sum of \$13,815.64 with interest at 6% per annum from November 5, 1925 together with \$25.00 Abstract of Title, and costs, charges, taxes, attorney's fees and other items of expense incurred by Complainant.

Signed and sworn to by F. A. Battey.

Attached are the original promissory notes 2, 3, 4, 5, 6 and 7 marked Exhibits "A" to "F" respectively.

- - -

August 18, 1927 filed Affidavits as to reasonable attorneys' fees.

- - -

August 22, 1927 filed Final Decree, which is recorded in Chancery Order Book 17, page 452 as follows:

"This cause coming on for final hearing upon the proceedings heretofore had in this cause together with the Complainant's Proofs submitted herein, and the Motion of Complainant for a Final Hearing in this cause, and the Court finding that process by personal service has been duly and regularly obtained upon each and every the Defendants in this cause, and that a Decree Pro Confesso has been duly and regularly entered against each and every of the said Defendants, and that this cause has been ordered to proceed ex parte the Complainant to a Final Hearing herein, and from the Complainant's Proofs herein submitted, it appearing to the Court that the equities of this cause are with the Complainant and that the Complainant is entitled to all the relief prayed for in and by his Bill of Complaint filed herein, and the Court being fully advised in the premises;

(continued)

No. 30(Continued)

IT IS THEREUPON ORDERED, ADJUDGED AND DECREED that the Complainant's Proofs submitted herein be and the same are hereby approved, ratified and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, Sam Kuhns, is indebted to the Complainant by the promissory notes referred to in the Bill of Complaint the originals of which have heretofore been filed in this cause as Complainant's Proofs in the following manner; the principal amount of \$778.12, together with interest thereon from March 11th, 1926, on note marked Complainant's "Exhibit A", the said sum of unpaid interest being \$64.18 computable up to and including July 27, 1927, and in the further sum of \$13,815.64 due and payable to the Complainant on notes the originals of which are filed herein with Complainant's Proofs and marked Exhibits B, C, D, E and F" together with the interest thereon at the rate of 6 per cent per annum from November the 5th, 1925, the said sum for interest computable up to July 27, 1925, the said sum for interest computable up to July 27, 1927, being \$1427.62, in the further sum of \$25.00 expended by the Complainant for an abstract and all costs thereon up to date of this decree, together with the further sum of \$1250.00 which from the Complainant's proof submitted in this cause the Court finds to be a reasonable attorney's fee to be allowed the Complainant with which he may compensate his solicitor for his services in this suit and which sum is hereby fixed in the above amount; and to secure the payment of the said several sums of money the Complainant has or holds a mortgage lien, the original of which is attached to the Bill filed herein, upon and against the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28,  
of Block 49 of Oakland Park Second Addition,  
a subdivision of Broward County, Florida,  
as per the plat thereof recorded in Plat Book  
1, page 39 of the public records of Broward  
County, Florida.

That the several sums of money found to be due and payable to the Complainant as hereinabove set forth are long past due, and by and under the terms of said mortgage the Complainant is entitled to have the said mortgage foreclosed including all right, title and interest whatsoever of the Defendants, Sam Kuhns, unmarried, Oma Kuhns, unmarried, J. L. Humphreys and Sarah Humphreys, his wife, and all right, title and interest of all person or persons, corporation or corporations whomsoever claiming by, through and under each and every the Defendants to this suit or otherwise since the filing of the Bill of Complaint and Lis Pendens herein.

And the Complainant is entitled to have the lands hereinabove described sold for the purpose of paying the said sums of money due to the Complainant, and the said Defendant, Sam Kuhns, is hereby ordered to pay all costs to be paid immediately upon the

(continued)

entry of this Decree, the total sum including the principal, interest and attorney's fees secured to be paid by the notes and mortgage aforesaid, amounting to \$17,360.56 together with the cost of this suit to be fixed by the Clerk of the Court including State, County and Municipal taxes within one day after the entry of this Decree, and in the event of the non-payment of the same, the lands hereinabove described are to be offered for sale and sold to the highest and best bidder for cash at the front door of the County Court House, in the City of Fort Lauderdale, County of Broward, and State of Florida, and in order that such sale be made, E. H. Hunt, attorney at law, residing and practicing in the City of Fort Lauderdale, County of Broward, State of Florida, is hereby appointed Special Master in Chancery in this cause to execute this Decree, and that as such Special Master the said E. H. Hunt, in the event that the Defendant, Sam Kuhns, or any of the Defendants or any person or persons whomsoever do not pay the Complainant within one day from the date of this Decree, the several sums of money found to be due him herein, he is herewith directed to proceed to offer for sale and sell the lands hereinabove described, at the place aforesaid at public outcry and vendue to the highest and best bidder therefore for cash, after he has first given public notice of the time and place, and terms of said sale, together with a description of the property to be sold, by publishing or causing to be published in the Fort Lauderdale Daily News, a newspaper of general circulation published in Broward County, Florida, once each week for four consecutive weeks prior to the date of such sale.

The said Special Master in Chancery is further ordered and directed that upon making of said sale, to report the same to this Court together with affidavits of the present market value of said land and in the event such sale be approved and confirmed by this Court, to make and deliver unto the purchaser of said property at said public sale, a good and sufficient Master's deed, conveying to such purchaser the title to said land above described in fee simple, free, clear, and discharged of any and all right, title and interest of the Defendants, and of each of them in this cause, and of all persons or persons whomsoever claiming by, through or under any of the said Defendants or either of them, or otherwise, since the filing of the Bill of Complainant and Lis Pendens herein, and that out of the proceeds derived from said sale, the said Special Master shall first pay the costs and expenses of said sale, including his fee and cost of this suit to be fixed by the Clerk of this Court, attorney's fees allowed the Complainant as fixed by this Decree, taxes, principal, and interest, and after the payment of the said sums of money, if there is remaining in the hands of the said Special Master in Chancery, any balance of the proceeds derived from said sale, the same shall be disposed of according to the further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Satisfaction of Mortgage heretofore executed by the Complainant

No. 30 (continued)

F. A. Battey, to the defendant, Sam Kuhns, on Lot Nineteen (19) Block Forty-nine (49) of Oakland Park, Second Addition, a subdivision of Broward County, Florida, as per plat thereof recorded in Plat Book 1, page 39, of the Public Records of Broward County, Florida, be cancelled as of record and the said lot is included in the lots as hereinabove set forth and designated as the land upon which the Complainant holds a lien, for the sums of money hereinabove set forth and that the said lot and the same is hereby included in the lots hereinabove decreed to be sold by the Special Master heretofore appointed, in order to satisfy the sums of moneys set forth in said Final Decree, in the event the Defendants or either or any of them fail to satisfy said Final Decree within the time as heretofore set forth, and the said Lot Nineteen (19) of Block Forty-nine (49) of Oakland Park, Second Addition, as hereinabove set forth, is ordered to be sold as if the Complainant had never executed a partial release of mortgage thereon to the defendant, Sam Kuhns.

DONE AND ORDERED, in the City of Fort Lauderdale, County of Broward, and State of Florida, on this the 20th day of August A. D. 1927.

Vincent C. Giblin  
Circuit Court Judge.

- - -

August 29, 1927 filed Notice of Special Master's Sale as follows:

"Notice is hereby given that pursuant to a final decree of foreclosure made and entered by the Honorable Vincent C. Giblin, Judge of the Circuit Court of the Twenty-Second Judicial Circuit, Broward County, Florida, on the 20th day of August A. D. 1927, which said cause is pending in said Circuit Court wherein F. A. Battey is Complainant and Sam Kuhns, unmarried, Oma Kuhns, unmarried, J. L. Humphreys and Sarah Humphreys, his wife, are Defendants, the undersigned Special Master in Chancery on Monday the 3rd day of October A. D. 1927 being the first Monday in said month and a legal sales day during the legal hours of sale on said date, to-wit: between 11 A. M. and 2 P. M. will offer for sale and sell to the highest and best bidder at the front door of the County Court House in the City of Fort Lauderdale, County of Broward, State of Florida, for cash at public outcry and vendue, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28 of Block 49 of Oakland Park, Second Addition, a subdivision in Broward County, Florida, as per Plat thereof recorded in Plat Book 1, page 39 of the Public Records of Broward County, Florida.

(continued)

The said sale will be made to carry into effect the said final decree.

E. H. Hunt,  
Special Master in Chancery

W. M. Pope  
Solicitor for Complainant  
By W. G. Miller

- - -

October 22, 1927 filed Affidavit of Publication of the above Notice of Special Master's Sale in the Fort Lauderdale Daily News, a newspaper published daily at Fort Lauderdale, Broward County, Florida, in the issues of August 31, 1927, September 7, 14, 21, 28, 1927. Affidavit made by Thos. N. Stilwell, publisher of said newspaper, before a Notary Public in Broward County, Florida, with official seal affixed and expiration of commission shown. Newspaper clipping, copy of said Notice, attached hereto.

- - -

October 22, 1927 filed Special Master's Report of Sale of the lands described in the Final Decree on October 3, 1927, being the first Monday in October, at 11:45 A. M. at the front door of the County Court House Broward County, Florida, in the City of Fort Lauderdale, to F. A. Batty, the Complainant, for the sum of \$8000.00.

That out of the proceeds of the said sale, in the event the same be confirmed the undersigned herewith reports the costs, expenses, and fees incurred by the Complainant in this cause and intends to and if authorized so to do by your Honor, will make the following disbursements:

Advertising land for sale	\$1.00
Executing Master's Deed	1.00
Attending Sale	1.00
Commission on sale \$100 at 5%	5.00
Commission on sale \$900 at 2%	18.00
Commission on sale \$2000 at 1%	20.00
Commission on sale \$5000 at $\frac{1}{2}$ of 1%	25.00
Total Master's fee	<u>\$71.00</u>

SPECIAL MASTER'S EXPENSES AND COSTS

Publication of notices of sale	16.75	16.75
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COURT COSTS

Filing fees	18.30	
Sheriff's fee Dade County	3.00	
Sheriff's Fee Broward County	3.00	
	<u>24.30</u>	24.30

EXPENSES

Abstract	25.00	25.00
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UNPAID TAXES

State and County Taxes for year 1926	195.87	
Floranada taxes 1926	<u>57.66</u>	
		Total 390.58

ATTORNEY'S FEES

To W. M. Pope, Solicitor for complainant fee allowed in said final decree	1250.00	1250.00
Principal and interest to the complainant	6359.42	<u>6359.42</u>
	Total	8000.00

That under the said final decree there was due and owing and unpaid to the Complainant on the date of said sale the following sums:

Principal	14593.76	
Interest decreed in said final decree	<u>1491.80</u>	16085.56
	Total	16085.56

Interest on last mentioned sum at 8% per annum from July 27th, 1927 to Oct. 3, 1927	235.91	<u>235.91</u>
		16321.47

Paid to the Complainant		<u>6359.42</u>
	Deficiency	\$9962.05

- - -

The above report signed by E. H. Hunt, Special Master in Chancery.

Attached thereto are Affidavits of J. B. Beatty, Logan T. Brown and J. D. Hawkins, as to value of land.

- - -

October 24, 1927 filed Order of Vincent C. Giblin, which order is recorded in Chancery Order Book 21, page 58 confirming sale and entering deficiency judgment, which recites:

"IT IS THEREFORE NOW ORDERED, ADJUDGED AND DECREED that the said sale made by E. H. Hunt, Special Master in Chancery, herein on the 3rd day of October, A. D. 1927, of the property described in the final decree in this cause to F. A. Battey, as aforesaid, be and the same is hereby approved, ratified and confirmed and the aforesaid Special Master in Chancery is hereby

No. 30 (continued)

ordered and directed to execute, make and deliver to the said F. A. Battey a good and sufficient Special Master's deed conveying unto the said purchaser the absolute fee simple title to the land described in the said final decree, to wit:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28 of Block 49 of Oakland Park Second Addition, a subdivision of Broward County, Florida, as per the plat thereof recorded in Plat Book 1, page 39 of the public records of Broward County, Florida. (with other lands) All lying, being and situated in Broward County, Florida.

Said Special Master is hereby further ordered and directed to forthwith pay and discharge all outstanding state, county and municipal taxes assessments against said property as shown by his report of said sale and deliver to said purchaser receipts therefor. The said master is further ordered and directed out of the moneys paid for said property at said sale to pay and discharge all the costs of the said sale, including his fee, taxes, attorney's fees and the remaining sum to be paid to the complainant on account of the principal sum and interest owing him by the defendant, as shown in the final decree made and entered herein.

IT IS FURTHER ORDERED that the defendants in this cause forthwith let and allow the purchaser of the said property, to-wit: F. A. Battey, his heirs and assigns, have the quiet and peaceful possession of said property and the said purchaser is hereby authorized and directed to immediately enter into actual possession of said land.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainant, F. A. Battey, do have and recover of and from the defendant Sam Kuhns the sum of \$9,962.05 with interest thereon at the rate of 8% per annum from October 3rd A. D. 1927 until finally paid or satisfied and the said deficiency decree is hereby entered against the defendant, Sam Kuhns, for which let execution issue.

DONE AND ORDERED in chambers in the City of Fort Lauderdale, County of Broward and State of Florida, this 22nd day of October, A. D. 1927.

Vincent C. Giblin  
Circuit Court Judge

- - -

No. 31.

E. H. Hunt, Special  
Master in Chancery

to

F. A. Battey

SPECIAL MASTER'S DEED  
Registry No. 123457  
Dated October 28, 1927  
Filed January 28, 1928  
Deed Book 173, page 297  
Broward County Records  
Consideration: \$8000.00

WHEREAS, in the Circuit Court of the Twenty Second Judicial Circuit of the State of Florida, in and for Broward County, in Chancery, among other things in a certain final decree, on the 20th day of August, 1927, in a certain cause then pending in said Court wherein F. A. Battey was the Complainant and Sam Kuhns, unmarried, Oma Kuhns, unmarried, J. L. Humphreys and Sarah Humphreys, his wife were the defendants, IT WAS ORDERED, Adjudged and Decreed that the premises set forth in said Final Decree and hereinafter particularly described, be sold at public outcry and vendue at public sale by said Special Master appointed to make such sale, the Special Master being required and directed prior to making such sale to give notice thereof by publication once each week for four consecutive weeks in the Fort Lauderdale News, a newspaper of general circulation published in said County and State, of the time, place and terms of such sale, together with a description of the property to be sold; and

WHEREAS, the said Special Master in Chancery, pursuant to the provisions of said final decree to satisfy the said sums of money found due in said final decree by the defendants to the complainants, duly advertised the said property for sale on the 3rd day of October, A. D. 1927, being the first Monday in October, A. D. 1927, during the legal hours of of sale on said date and the said final decree directing said Special Master to proceed and sell said property, who in all respects fully executed the decree of the Court entered therein did on the 3rd day of October, A. D. 1927, during the legal hours of the sale on said date, publicly announce at the front door of the County Court House of Broward County, Florida, that said lands were offered for sale to the highest and best bidder therefor for cash, and the Special Master complying with the said final decree did on the 3rd day of October, A. D. 1927, at public outcry and vendue during the legal hours of sale on said date offer for sale the premises hereinafter described as ordered and directed by the Court in said cause and to party of the second part herein paid therefor at such sale the sum of \$8,000, the same being the highest and best bid therefor and the party of the second part being the highest bidder for the said property at said sale; and

WHEREAS, the said sale as made by the said Special Master being duly reported in writing to the Honorable Vincent C. Giblin, Judge of the Circuit Court of the Twenty Second Judicial Circuit Broward County, Florida, was by an order and decree of the said Court made and entered on the 22nd day of October, A. D. 1927, approved, ratified and confirmed and the said Special Master in Chancery was by said order directed to forthwith make, execute and deliver this deed of conveyance.

(continued)



No. 31 (continued)

GRANT, BARGAIN, SELL, RELEASE AND CONVEY:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28  
of Block 49; (with other lands) of Oakland  
Park Second Addition, a subdivision of  
Broward County, Florida, as per the plat  
thereof recorded in Plat Book 1, page 39, of  
the public records of Broward County, Florida.

Two witnesses

E. H. Hunt (Seal)  
Special Master in Chancery

ACKNOWLEDGED October 28, 1927 by E. H. Hunt, Special  
Master in Chancery, before a Notary Public in Broward County,  
Florida. (Official Seal) Commission expires March 11, 1930.

- - -

No. 32.

F. A. Battey and Jessie  
M. Battey, his wife

to

R. B. Battey

WARRANTY DEED

Registry No. 124255

Dated January 24, 1928

Filed February 10, 1928

Deed Book 175, page 143

Broward County Records

Consideration: \$10.00

and OVC

GIVE, GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE,  
ENFEOFF, CONVEY AND CONFIRM:

Lots 1, 2, 8, 9, 10, 14, 17, 19, 27 and 28  
of Block 49 (with other lands) of Oakland  
Park, Second Addition, a subdivision of  
Broward County, Florida, as per the plat  
thereof recorded in Plat Book 1, page 39,  
of the public records of Broward County,  
Florida.

Two witnesses

F. A. Battey (Seal)  
Jessie M. Battey (Seal)

ACKNOWLEDGED January 24, 1928, by F. A. Battey and Jessie  
M. Battey, his wife, before a Notary Public in Broward County,  
Florida. (Official Seal) Commission expires February 4, 1931.

Jessie M. Battey, wife of F. A. Battey, examined sep-  
arate and apart from her said husband.

- - -

No. 33..

Tax Collector of  
Broward County

to

State Treasurer

TAX SALE CERTF. #4655  
Sale of July 5, 1926  
State and County  
Taxes for 1925  
T/S Book 6, page 118  
Broward County Records  
Amount: \$9.59

SELLS:

Lots 26, 27, 28, Blk. 49, Oakland Park, 2nd Add.

Assessed Unknown

10-29-26 Assigned to F. A. Battey as to 27 & 28

- - -

T A X E S

State and County Taxes up to and including taxes for the year 1937, excepting the taxes for the year 1925, have been paid.

State and County Taxes for the year 1925 are unpaid.

- - -

City of Oakland Park taxes up to and including taxes for the year 1937 have been paid.

- - -

There is no unpaid intangible personal property tax assessed against F. A. Battey in Broward County, Florida.

- - -

# CERTIFICATE

We hereby certify that we have carefully examined the official records of Broward County, Florida, as to the title to the lands described in the caption hereto attached and that the foregoing sheets containing entries numbered **1 to 33**, both inclusive, set forth a true and correct abstract of all matters of record including judgments, lis pendens, liens and probate matters (same name and initial only) affecting the title to said real estate or any portion thereof, as shown by said records, **beginning with the United States Government.**

We also certify that there is no judgment, income tax liens or bankruptcy proceedings of record in the office OF ANY OF THE CLERKS OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA AT TAMPA, JACKSONVILLE, KEY WEST OR MIAMI, indexed against the name of any of the parties named in this examination, (same name and initial only) which is a lien against said real estate or any portion thereof, except as herein shown.

TAXES: We further certify that there is no unredeemed tax sale against the said lands or any portion thereof, except as herein shown.

IN WITNESS WHEREOF, We have caused this certificate to be signed and our corporate seal to be affixed this **the 18th day of March A. D. 1938 at 8 o'clock A. M.**

LAUDERDALE ABSTRACT AND GUARANTY TITLE COMPANY.

By 

Manager.

No. 20014  
WB/b

N. B.:---We maintain a complete set of Abstract records of all lots and lands in Broward County indexed and arranged numerically, beginning with the earliest records and posted up to date, as well as an alphabetical index of all judgments and miscellaneous matters.

No. 20876

CONTINUATION OF ABSTRACT OF TITLE

TO

Lots Twenty-seven (27) and Twenty-eight (28) of Block Forty-nine (49) of OAKLAND PARK, SECOND ADDITION, as per plat thereof recorded in Plat Book 1, page 39 of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

- - -

Being Continuation of Abstract of Title No. 20014 prepared by Lauderdale Abstract and Guaranty Title Company to date of the 18th day of March A. D. 1938 at 8 o'clock A. M.

- - -

No. 1.

R. B. Battey and Lunette  
T. Battey, husband and  
wife, of the County of  
Cook and State of Illinois

to

Dell Hobson, whose mailing  
address is Oakland Park,  
of the County of Broward  
and State of Florida

WARRANTY DEED  
Registry No. 183287

Dated March 9, 1938  
Filed April 4, 1938

Deed Book 310, page 340  
Broward County Records

Consideration: \$10.00  
and OG & VC

GRANT, BARGAIN, SELL, AND CONVEY: all that certain  
parcel of land lying and being in the County of Broward and  
State of Florida, more particularly described as follows:

Lots 27 and 28 of Block 49 of  
Oakland Park, Second Addition, a sub-  
division of Broward County, Florida,  
as per the plat thereof recorded in  
Plat Book 1, page 39, of the public  
records of Broward County, Florida

Two witnesses

R. B. Battey (L. S.)  
Lunette T. Battey (L. S.)

ACKNOWLEDGED March 14, 1938 by R. B. Battey and Lunette  
T. Battey, husband and wife, before T. H. Hoyer, Notary Public in  
Cook County, Illinois (N. P. Seal) Commission expires March 2, 1942.

Lunette T. Battey, wife of the said R. B. Battey, exam-  
ined separate and apart from her said husband.

- - -

T A X E S

State and County Taxes up to and including taxes for the year 1937, excepting the taxes for the year 1925, have been paid.

State and County Taxes for the year 1925 are unpaid.

- - -

City of Oakland Park taxes up to and including taxes for the year 1937 have been paid.

- - -

There is no unpaid intangible personal property tax assessed against Dell Hobson in Broward County, Florida.

- - -



## CERTIFICATE

We hereby certify that we have carefully examined the official records of Broward County, Florida, as to the title to the lands described in the caption hereto attached and that the foregoing sheets containing entries numbered **one only** both inclusive, set forth a true and correct abstract of all matters of record including judgments, lis pendens, liens and probate matters (same name and initial only) affecting the title to said real estate or any portion thereof, as shown by said records, since the 18th day of March A. D. 1938 at 8 o'clock A. M.

We also certify that there is no judgment, income tax liens or bankruptcy proceedings of record in the office OF ANY OF THE CLERKS OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA AT TAMPA, JACKSONVILLE, KEY WEST OR MIAMI, indexed against the name of any of the parties named in this examination, (same name and initial only) which is a lien against said real estate or any portion thereof, except as herein shown.

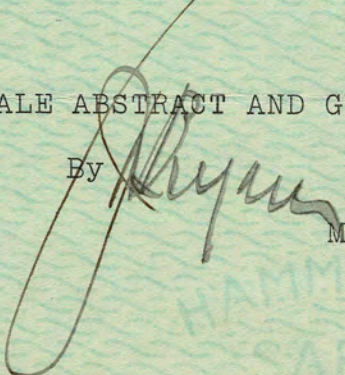
TAXES: We further certify that there is no unredeemed tax sale against the said lands or any portion thereof, except as herein shown.

IN WITNESS WHEREOF, We have caused this certificate to be signed and our corporate seal to be affixed this the 31st day of October, A. D. 1938 at 8 o'clock A. M.

No. 20876  
WB/b

LAUDERDALE ABSTRACT AND GUARANTY TITLE COMPANY.

By

  
Manager.

N. B.:--We maintain a complete set of Abstract records of all lots and lands in Broward County indexed and arranged numerically, beginning with the earliest records and posted up to date, as well as an alphabetical index of all judgments and miscellaneous matters.

No. 31551

CONTINUATION OF ABSTRACT OF TITLE

TO

Lots Twenty-seven (27) and Twenty-eight (28) of  
Block Forty-nine (49) of OAKLAND PARK, SECOND  
ADDITION, as per plat thereof recorded in Plat  
Book 1, page 39, of the public records of Broward  
County, Florida; said lands situate, lying and  
being in Broward County, Florida.

- - -

Being Continuation of Abstract of Title No. 20876,  
prepared by Lauderdale Abstract and Guaranty Title  
Company to date of the 31st day of October, A. D.  
1938 at 8 o'clock A. M.

- - -

No. 1.

Dell Hobson, an unmarried woman, whose permanent post office address is Fort Lauderdale, Florida

to

Broward Bank and Trust Company, a banking and trust corporation, whose permanent post office address is Fort Lauderdale, Florida

MORTGAGE  
Registry No. 188360  
Dated November 2, 1938  
Filed November 2, 1938  
Mtg. Book 110, page 49  
Broward County Records  
Consideration: \$500.00

ENCUMBERS all the certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Broward County, State of Florida, described as follows:

Lots 27 and 28 of Block 49 of Oakland Park, Second Addition, per plat thereof recorded in Plat Book 1, page 39, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

together with all buildings, furniture, fixtures, improvements and all other personal property now located upon the above described premises, and which may hereafter become located upon the above described premises, together with all rents, profits, income and revenue accruing from and upon the above described real and personal property.

SECURES: \$500.00 evidenced by one certain promissory note of even date herewith, with interest at the rate of 6% per annum from date, payable monthly. The said principal shall be payable in monthly installments of \$35.00 commencing on the 2nd day of December, 1938, and continuing on the 2nd day of each month thereafter until the principal and interest are fully paid.

Fifteen day default clause.

Two witnesses

Dell Hobson

(Seal)

ACKNOWLEDGED November 2, 1938 by Dell Hobson, an unmarried woman, before Geneva S. Dixon, Notary Public at Fort Lauderdale, Florida, (NP Seal) Commission expires Oct. 6, 1941.

AFFIDAVIT of Dell Hobson, subscribed and sworn to November 2, 1938, before Geneva S. Dixon, Notary Public in Broward County, Florida, with official seal affixed and expiration of commission shown, that the matters and things in the foregoing certificate of acknowledgment are true.

- - -

No. 2.

Broward Bank and Trust Company,  
a banking and trust corporation,  
a corporation under the laws of  
Florida

to

Dell Hobson, an unmarried woman

SATISFACTION OF  
MORTGAGE  
Registry No. 238722  
Dated January 5, 1940  
Filed June 12, 1943  
S/M Book 90, page 289  
Broward County Records

ACKNOWLEDGES full payment and satisfaction of the certain mortgage deed executed by Dell Hobson, an unmarried woman, to Broward Bank and Trust Company, a banking and trust corporation bearing date the 2nd day of November, A. D. 1938, recorded in Mortgage Book 110, page 49, in the office of the Clerk of the Circuit Court of Broward County, State of Florida; upon the following described property, situated, lying and being in Broward County, State of Florida, to-wit:

Lots 27 and 28 of Block 49 of Oakland Park,  
Second Addition, per plat thereof recorded in  
Plat Book 1, page 39, of the public records of  
Broward County, Florida; said lands situate,  
lying and being in Broward County, Florida

And hereby directs the Clerk of the said Circuit Court to  
cancel of record said mortgage deed.

(Corp. Seal)

Two witnesses

Broward Bank and Trust Company (LS)  
By J. D. Camp, President  
By J. N. Morris, Cashier

ACKNOWLEDGED January 5, 1940 by J. D. Camp and J. N. Morris,  
President and Cashier respectively of Broward Bank and Trust  
Company, a corporation before Bernice Brodbeck, Notary Public at  
Fort Lauderdale, Broward County, Florida (NP Seal) Commission  
expires Nov. 26, 1940.

- - -

No. 3.

Dell Hobson, single

to

Carrie F. Haines

MORTGAGE

Registry No. 238723

Dated June 4, 1943

Filed June 12, 1943

Mtg. Book 159, page 253

Broward County Records

Consideration: \$600.00

ENCUMBERS the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

Lots 27 and 28 Block 49 Oakland Park, according to Plat Book 1, page 39 Broward County Records

SECURES: \$600.00 evidenced by one certain promissory note of even date herewith, payable one year next after date, with interest from date at the rate of six per cent. per annum until paid. Interest payable semi-annua\_\_

\$650.00 fire insurance clause.

Two witnesses

Miss Dell Hobson (L. S.)

ACKNOWLEDGED June 4, 1943 by Dell Hobson, single, before J. F. Dickey, Notary Public at Ft. Lauderdale, Fla., Broward County, Florida (NP Seal) Commission expires September 11, 1946.

- - -

T A X E S

State and County Taxes for the year 1943  
has been paid.

County Taxes for the year 1943 were in the sum  
of \$14.96.

- - -

For City Taxes or Special Assessments, if any,  
see the City Tax Collector of Oakland Park,  
Florida.

- - -

There is no unpaid intangible personal property  
tax assessed against Dell Hobson in Broward  
County, Florida.

- - -

State and County Personal Property Tax for the  
year 1943 in the sum of \$1.76 has been paid.

- - -

*Paid  
about  
7/20/43*

## CERTIFICATE

We hereby certify that we have carefully examined the official records of Broward County, Florida, as to the title to the lands described in the caption hereto attached and that the foregoing sheets containing entries numbered **1 to 3**, both inclusive, set forth a true and correct abstract of all matters of record including judgments, lis pendens, liens and probate matters (same name and initial only) affecting the title to said real estate or any portion thereof, as shown by said records, **since the 31st day of October, A. D. 1938 at 8 o'clock A. M.**

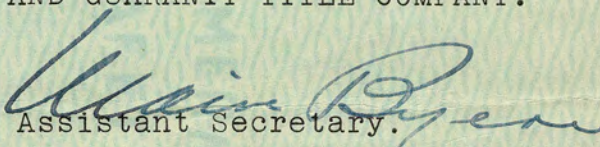
We also certify that there is no judgment, income tax liens or bankruptcy proceedings of record in the office OF ANY OF THE CLERKS OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA AT TAMPA, JACKSONVILLE, KEY WEST OR MIAMI, a transcript of which is of record in Broward County, Florida, indexed against the name of any of the parties named in this examination, (same name and initial only) which is a lien against said real estate or any portion thereof, except as herein shown.

TAXES: We further certify that there is no unredeemed tax sale against said lands or any portion thereof, except as herein shown.

IN WITNESS WHEREOF, We have caused this certificate to be signed and our corporate seal to be affixed this the **20th** day of April, A. D. 1944 at 8 o'clock A. M.

LAUDERDALE ABSTRACT AND GUARANTY TITLE COMPANY.

By

  
Assistant Secretary.

No. 31551  
HRH/b

N. B.—We maintain a complete set of Abstract records of all lots and lands in Broward County indexed and arranged numerically, beginning with the earliest records and posted up to date, as well as an alphabetical index of all judgments and miscellaneous matters.

No. 49275

CONTINUATION OF ABSTRACT OF TITLE

TO

Lots Twenty-seven (27) and Twenty-eight (28) of  
Block Forty-nine (49) of OAKLAND PARK, SECOND  
ADDITION , according to the plat thereof recorded  
in Plat Book No. 1, page 39, of the public records  
of Broward County, Florida; said lands situate,  
lying and being in Broward County, Florida.

- - -

Being Continuation of Abstract of Title No. 31551,  
prepared by Lauderdale Abstract and Guaranty Title  
Company to date of the 20th day of April, A. D.  
1944 at 8 o'clock A. M.

- - -



No. 1.

Carrie F. Haines

to

Dell Hobson

SATISFACTION OF  
MORTGAGE

Registry No. 249015

Dated May 1st, 1944

Filed May 2nd, 1944

S/M Book 96, page 67

Broward County Records

ACKNOWLEDGES full payment and satisfaction of a certain mortgage deed executed by Dell Hobson to Carrie F. Haines bearing date the 4th day of June, A. D. 1943 recorded in Mortgage Book 159, page 253, in the office of the Clerk of the Circuit Court of Broward County, State of Florida, securing one certain note in the principal sum of Six Hundred (\$600.00) Dollars and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Lots 27 and 28 of Block 49 of Oakland Park,  
according to Plat thereof, recorded in Plat  
Book 1, page 39 of the public records of  
Broward County, Florida

and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

Two witnesses

Carrie F. Haines

(LS)

ACKNOWLEDGED May 1st, 1944 by Carrie F. Haines, before W.S. Byers, Notary Public in Broward County, Florida (NP Seal)  
Commission expires June 22, 1946.

- - -

No. 2.

Dell Hobson, an unmarried  
woman of the County of Broward  
and State of Florida

to

Howard A. Eldridge, and Gladys  
Eldridge, as husband and wife,  
of the County of Broward and  
State of Florida

WARRANTY DEED  
Registry No. 249016  
Dated May 1st, 1944  
Filed May 2nd, 1944  
Deed Book 443, page 523  
Broward County Records  
Consideration: \$10.00  
and Other Good and  
Valuable Considerations

GRANT, BARGAIN, SELL AND TRANSFER: all that certain parcel  
of land lying and being in the County of Broward, and State of  
Florida, more particularly described as follows:

Lots 27 and 28 of Block 49 of Oakland Park,  
according to Plat thereof, recorded in Plat  
Book 1, page 39 of the public records of  
Broward County, Florida.

Together with household goods, furnishings, fixtures and  
equipment therein contained.

Two witnesses

Dell Hobson

(LS)

ACKNOWLEDGED May 1st, 1944 by Dell Hobson, an unmarried  
woman, before Faye Hatton Notary Public at Fort Lauderdale,  
Broward County, Florida (NP Seal) Commission expires October 13,  
1947.

- - -

No. 3.

Howard A. Eldridge, and  
Gladys Eldridge, husband  
and wife,

to

Dell Hobson

MORTGAGE

Registry No. 249017

Dated May 1st, 1944

Filed May 2nd, 1944

Mtg. Book 168, page 77

Broward County Records

Consideration: \$3,000.00

ENCUMBERS: all the certain tract of land, of which the said Mortgagors are now seized and possessed, and in actual possession, situate in Broward County, State of Florida, described as follows:

Lots 27 and 28 of Block 49 of Oakland Park, according to Plat thereof, recorded in Plat Book 1, page 39 of the public records of Broward County, Florida.

Together with household goods, furnishings, fixtures and equipment contained therein.

This mortgage is given to secure a portion of the purchase price of the above described premises.

- - -

No. 4.

*Satisfied*

Dell Hobson, a single  
woman

to

Howard A. Eldridge, and Gladys  
Eldridge, husband and wife,

SATISFACTION OF  
MORTGAGE

Registry No. 275829

Dated November 28, 1945

Filed December 3, 1945

S/M Book 105, page 244

Broward County Records

ACKNOWLEDGES full payment and satisfaction of a certain mortgage deed executed by Howard A. Eldridge, and Gladys Eldridge, husband and wife, to Dell Hobson bearing date the 1st day of May A. D. 1944, recorded in Mortgage Book 168, page 77 in the office of the Clerk of the Circuit Court of Broward County, State of Florida, securing six certain notes in the principal sum of Three Thousand and No/100 \$3,000.00) Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Lots 27 and 28 of Block 49 of OAKLAND PARK,  
according to Plat thereof, recorded in Plat Book 1,  
page 39 of the public records of Broward County,  
Florida.

TOGETHER with household goods, furnishings, fixtures and equipment contained therein.

and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

Two witnesses

Dell Hobson

(LS)

ACKNOWLEDGED November 28, 1945 by Dell Hobson before W.S. Eyers, Notary Public at Fort Lauderdale, Broward County, Florida (NP Seal) Commission expires June 22, 1946.

- - -

## T A X E S

County Taxes including the year 1947 have been paid.

County Taxes for the year 1947 were in the sum of \$6.63, with Homestead Exemption.

- - -

County Personal Property Tax for the year 1947 in the sum of \$3.01, has been paid.

- - -

For City Taxes or Special Assessments, if any, see the City Tax Collector of Oakland Park, Florida.

- - -

There is no unpaid intangible personal property tax assessed in Broward County which would be a lien on the land described in the caption hereof.

- - -

## CERTIFICATE

We hereby certify that we have carefully examined the official records of Broward County, Florida, as to the title to the lands described in the caption hereto attached and that the foregoing sheets containing entrees numbered 1 to 4, both inclusive, set forth a true and correct abstract of all matters of record, including judgments, lis pendens, liens and probate matters (same name and initial only) affecting the title to said real estate or any portion thereof, as shown by said records, since the 20th day of April, A. D. 1944 at 8 o'clock A.M.

We also certify that there is no judgment, income tax liens or bankruptcy proceedings of record in the office OF ANY OF THE CLERKS OF THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA AT TAMPA, JACKSONVILLE, KEY WEST or MIAMI, a transcript of which is of record in Broward County, Florida, indexed against the name of any of the parties named in this examination, (same name and initial only) which is a lien against said real estate or any portion thereof, except as herein shown.

TAXES: We further certify that there is no unredeemed tax sale against said lands or any portion thereof, except as herein shown.

IN WITNESS WHEREOF, We have caused this certificate be signed and our corporate seal to be affixed this the 28th day of May A. D. 1948 at 8 o'clock A. M.

LAUDERDALE ABSTRACT AND GUARANTY TITLE COMPANY,

No. 49275  
AFB/b

By

*Frank S. Wilson*  
Assistant Secretary

N. B.—We maintain a complete set of Abstract records of all lots and lands in Broward County indexed and arranged numerically, beginning with the earliest records and posted up to date, as well as an alphabetical index of all judgments and miscellaneous matters.

CONTINUATION OF ABSTRACT OF TITLE

- TO -

All that certain real property situate in the County of Broward, State of Florida, described as follows:

Lots 27 and 28 in Block 49 of OAKLAND PARK, SECOND ADDITION, according to the Plat thereof recorded in Plat Book 1, at Page 39, of the Public Records of Broward County, Florida.

\*\*\*\*\*

No. 1

*Satisfied*

Howard A. Eldridge and Gladys  
Eldridge, husband and wife

Mortgage  
Clerk's File No. 341517  
Mtg. Book # 253 page 325  
Broward County Records

to

American National Insurance  
Company, a Texas Corporation

Dated August 2, 1948  
Filed August 2, 1948

ENCUMBERS all the certain tract of land, of which the  
said Mortgagors, are now seized and possessed, and in actual possession,  
situate in Broward County, State of Florida, described as follows:

Lots 27 and 28 in Block 49 of Oakland Park Second  
Addition, according to the plat thereof recorded in Plat Book 1, Page  
39, of the public records of Broward County, Florida.

SECURES the payment of the sum of \$5,000.00 evidenced by  
one certain note of even date herewith in the sum of \$5,000.00, together  
with interest from date at the rate of 5% per annum, principal and inter-  
est payable in monthly installments of \$55.55 each, the first installment  
to become due and payable on the 1st day of September, 1948, and one of  
said installments to become due and payable on the same day of each and  
every succeeding calendar month thereafter until the entire indebtedness  
shall have been fully paid, provided that the entire balance remaining  
unpaid on this note shall become due and payable on the 1st day of August,  
1958.

(For further terms and conditions of said note reference  
is hereby made to the said mortgage and/or the record thereof.)

Insurance against fire and windstorm in a sum not less than  
Five Thousand Dollars.

30 days default clause.

Two witnesses

Howard A. Eldridge (Seal)  
Gladys Eldridge (Seal)

Acknowledged August 2, 1948 by Howard A. Eldridge and Gladys  
Eldridge, husband and wife, with separate examination of Gladys Eldridge,  
the wife of said Howard A. Eldridge, before Gertrude Krause, a Notary Public  
in Broward County, Florida, with official seal affixed; commission expires  
March 18, 1952.

\* \* \* \*



# Certificate

## Broward Abstract Corporation

(A FLORIDA CORPORATION)

220 EAST LAS OLAS BOULEVARD

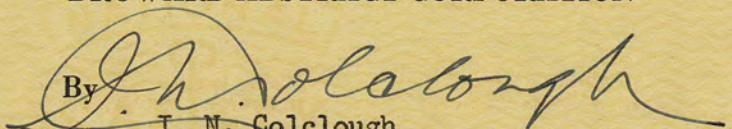
FORT LAUDERDALE, FLORIDA

Hereby Certifies that the foregoing entries, numbered ----- one only ----- inclusive, constitute a complete and correct ABSTRACT OF TITLE to the lands described on the caption page (being page number one) hereof, and exhibits all Deeds, Conveyances, Leases, Mortgages, Liens, Notices of Lis Pendens, unredeemed Tax Sales, Judgments, Notices of Federal Tax Liens, Decrees, Wills and Probate Proceedings, affecting the title to said lands, as shown of record in the office of the Clerk of the Circuit Court of Broward County, Florida, (or in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, or in the office of the Clerk of the Circuit Court of Dade County, Florida, if the said lands were embraced in either of said counties during the period of this search); and shown of record in the office of the County Judge of Broward County, Florida, (or the office of the County Judge of Palm Beach County, Florida, or the office of the County Judge of Dade County, Florida, if the said lands were embraced in either of said counties during the period of this search), affecting the title to said lands; and further shows all Bankruptcy Proceedings, Decrees and unsatisfied Judgments had or rendered in the United States District Court in and for the Southern District of Florida, which in any manner affect the title to the property covered by this abstract. (Our examination as to Judgments, Decrees, Bankruptcy Proceedings, and Notices of Federal Tax Liens has been for the parties as their names appear in the chain of title and for no other name or initial).

This search covers the period of time from the 28th day of May, 1948 at eight o'clock A. M., to the 3rd day of August, 1948 at eight o'clock A. M.

In Witness Whereof, the said BROWARD ABSTRACT CORPORATION has caused these presents to be signed in its name, by its duly authorized officer, and its corporate seal to be hereunto affixed, this the 3rd day of August, 1948.

BROWARD ABSTRACT CORPORATION

By   
I. N. Colclough  
Vice President

Abstract No. 65672

No. 65672

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**ABSTRACT OF TITLE**

**TO**

Lots 27 and 28 in Block 49 of

OAKLAND PARK, SECOND ADDITION

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**BROWARD ABSTRACT  
CORPORATION**  
Fort Lauderdale, Florida

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WALKER, EVANS & CGGSWELL CO., CHARLESTON, S. C.