

OFF. REC. 15643P0640

THIS INSTRUMENT WAS PREPARED BY: GERALD S. BERKELL, ESQ. BERKELL & BERKELL-RAFFERTY, P.A. 16100 Northeast 16th Avenue North Miami Beach, Florida 33162 (305)945-7561

92R338500 1992 SEP 09 15:52

THIS MORTGAGE DEED, made and executed the 8th day of September 1992 by GEORGE CLIFFORD BELL and CARRIE B. BELL, his wife

hereinafter called the Mortgagor, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagor wherever the context so requires or admits.

to JOHN WILLIAMS and MARY C. WILLIAMS, his wife

hereinafter called the Mortgagee, which term shall include the heirs, legal representatives, successors and assigns of the said Mortgagee wherever the context so requires or admits

WITNESSETH: That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, convey and confirm unto the said Mortgagee, his heirs, successors and assigns, all the certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of Dade and State of Florida, described as follows

Lots 21 and 22 in Block 8 of WASHINGTON PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 95, of the Public Records of Dade County, Florida; including the following personalty; Meat Cooler, Ice Cream Cooler, Beer Cooler, Shelving and Air Conditioning.

DOCSTFMFG 231.00 INTNG 132.00 MARSHALL ADER, CLERK DADE COUNTY, FL

THIS IS A PURCHASE MONEY FIRST MORTGAGE

If there is no escrow account, mortgagor shall provide mortgagee, annually, with a paid real estate tax and insurance bill

If there shall be any change of ownership of the premises (including but not limited to conveyance by deed, land contract, or lease, or change of shareholders if a corporation) or any part hereof, covered hereby without the written consent of Mortgagee herein, the entire principal and all accrued interest shall become due and payable at the election of said Mortgagee, and foreclosure proceedings may be instituted

If this is a second mortgage, in the event the first mortgage payments are delinquent in arrears or in any way in default, the second mortgagee may immediately declare the entire balance due and payable on this second mortgage. In the event the first mortgage is increased or amended, this second mortgage and the indebtedness secured hereby shall become due and payable at once

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee, and his heirs, successors and assigns, in fee simple

And said Mortgagor, for himself, and his heirs, legal representatives, successors and assigns, hereby covenants with said Mortgagee, his heirs, legal representatives, successors and assigns, that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for said Mortgagee, his heirs, legal representatives, successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof, that said land is free from all incumbrances; that said Mortgagor, his heirs, legal representatives, successors and assigns, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives, successors and assigns, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever

PROVIDED ALWAYS, That if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, in the sum of \$ 66,000.00 and shall duly, promptly and fully perform, discharge, execute, effect complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void

It is understood that each of the words, "note", "mortgagor" and "mortgagee" respectively and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, wherever the context so implies or admits

And said Mortgagor for himself and his heirs, legal representatives, successors and assigns, hereby covenants and agrees to and with Mortgagee, his legal representatives, successors and assigns

1. To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note, and this mortgage, each and every, promptly on the days respectively the same severally become due.

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1. To pay all or being due thereon, or to become due, liabilities, obligations and incumbrances of every nature and kind on the real estate or the property, and for the same there may be imposed, suffered, placed levied or assessed thereupon, and/or that hereafter may be levied or assessed upon the mortgage and/or the indebtedness secured hereby, each and every, when due in full or according to law, before the time of default, and before any interest attaches or any penalty is incurred, and in addition, any thereof is or shall be promptly satisfied and discharged and the original official documents such as, for instance, the tax receipt for the satisfaction paper officially endorsed or certified shall be placed in the hands of said Mortgagee within ten days next after payment, and in the event that any thereof is not so paid, satisfied and discharged, said Mortgagee may at any time pay the same or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of 15 per cent per annum and together with such interest shall be secured by the lien of this mortgage.

2. To place and continuously keep on the buildings now or hereafter situate on said land fire and windstorm insurance in the usual standard policy form, in a sum of not less than highest insurable value, in such company or companies as may be approved by said Mortgagee, and all such insurance policies on any of said buildings, any interest therein or part thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgagee clause making the loss under said policies, each and every, payable to said Mortgagee as his interest may appear, and each and every such policy shall be promptly delivered to and held by said Mortgagee, and not less than ten days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt for the premium of such renewal, and there shall be no such insurance placed on any of said buildings, any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies said Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said Mortgagee to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and in the event said Mortgagee shall for any reason fail to keep the said premises so insured, or fail to deliver promptly any of said policies of insurance to said Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant, or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of 15 per cent per annum and together with such interest shall be secured by the lien of this mortgage.

3. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof

4. To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees and cost of abstracts of title, incurred or paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagee to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note, and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending, and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of 15 per cent per annum, and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.

5. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagee, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 30 days next after the same severally become due and payable, without demand or notice, or (c) in the event each and every the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note, and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore, or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

6. That in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, said Mortgagee shall apply to the court having jurisdiction thereof for the appointment of Receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular rents, income, profits, issues and revenues from whatever source derived, each and every of which it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagee and/or of the defendants and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of said Mortgagee and the practice of such court. The Mortgagee herein assigns all rents or other income from the aforesaid property unto the Mortgagee, his heirs or assigns.

7. To duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

8. It is mutually covenanted and agreed by and between the Mortgagee and the Mortgagee that this mortgage and the note secured hereby constitute a Florida contract and shall be construed according to the laws of Florida.

IN WITNESS WHEREOF, the said Mortgagee has executed this mortgage under seal on the day and year herein first above written.

Signed, sealed and delivered in the presence of

*George Clifford Bell*  
 GEORGE CLIFFORD BELL

*George Clifford Bell*  
 GEORGE CLIFFORD BELL  
 1564 RD 153 Twp., Miami FL 33162

*Charles B. Bell*  
 CHARLES B. BELL  
 1564 RD 153 Twp., Miami FL 33162

STATE OF FLORIDA )  
 COUNTY OF DALLAS )

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by George Clifford Bell and Carrie Bell, his wife, who are personally known to me, and who did take an oath.

My commission expires:

*Charles B. Bell*  
 CHARLES B. BELL  
 NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA  
 CHARLES B. BELL

RECORDED IN OFFICIAL RECORDS BOOK  
 OF DALLAS COUNTY, TEXAS  
 BOOK 15643  
 PAGE 0641  
 CLERK OF COUNTY & COUNTY  
 COURTS