

OFF. REC. 080 PAGE 0015

THIS INSTRUMENT WAS PREPARED BY:
LELAND B. SHAW, ATTORNEY AT LAW
P. O. Box 296, BUNNELL, FLORIDA

THIS MORTGAGE DEED, made and executed the 19th day of JULY, 1976,
by Theodore M. Barnhill and Marjorie Barnhill, husband and 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 Citizens Bank of Bunnell, Bunnell, Florida

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, release, 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.....and State of Florida, described as follows:

Lot Three (3) and the Southerly 20 feet of Lot Two (2), Block 3, FUQUAY SUBDIVISION, as per plat of said subdivision on file in the office of the Clerk of the Circuit Court for Flagler County, Florida, in Plat Book 1, at page 26.

Received \$ 25.03 in 8-6-76 payment of Taxes due on Class C Intangible Personal Property, pursuant to Chapter 20724, Laws of Florida, Acts of 1941.

Rebecca Harper
CLERK CIRCUIT COURT, FLAGLER COUNTY, FLORIDA

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, of which the following in words and figures is a true copy, to-wit:

MORTGAGE NOTE

\$ *12,516.18*

Bunnell, Florida
7/19, 19 76FOR VALUE RECEIVED, I/We jointly and severally, promise to pay to the order of Citizens Bank of Bunnell, Florida, at Bunnell, Florida, at

_____ or elsewhere as the holder hereof may from time to time require, the principal sum of Twelve thousand five hundred sixteen and 18/100ths Dollars, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid at the rate of 10 per cent per annum from date, until paid; said principal and interest to be payable in consecutive monthly installments, each in the sum of \$ *207.79* and payable in consecution on the 19th day of each and every month hereafter beginning with the 19th day of August, 19 76; said installments shall be applied first to interest and balance to principal. The maker ^s hereof waive presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this note or any part or installment thereof be not paid as and when the same becomes due that all sums unpaid hereon shall immediately become due and payable, anything herein to the contrary notwithstanding, and, if this note or any part or installment thereof be not paid as and when the same becomes due, the maker ^s hereof agree to pay all costs of collection including a reasonable attorney's fee. The maker ^s hereof may prepay any part of the principal sum hereof in multiples of \$ *10.00* on any installment payment date, but any such prepayment shall not relieve the maker ^s hereof from making the payment of the installment then due nor of any subsequent installment provided hereby, unless at the time of such prepayment the maker ^s hereof pay all sums hereon. This note is secured by real estate mortgage of even date herewith.

(\$ 18.90 State of Florida Documentary
Stamps annexed to original note and cancelled.)

/s/ Theodore M. Barnhill (SEAL)
Theodore M. Barnhill
/s/ Marjorie Barnhill (SEAL)
Marjorie Barnhill

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 said 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.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and incumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or 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 ten per centum per annum and together with such interest shall be secured by the lien of this mortgage.

3. 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 not less than \$ 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 Mortgagor to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and in the event said Mortgagor 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 ten per centum per annum and together with such interest shall be secured by the lien of this mortgage.

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

5. 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 Mortgagor 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 ten per centum 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.

6. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within ten 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.

7. 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 a Receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the 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 Mortgagor 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.

8. It is understood and agreed that this mortgage is given to secure, in addition to the note or obligation above described any additional loans or future advances made within twenty years from date hereof by the mortgagee to said mortgagors or any successor in title of said mortgagors of the property hereby conveyed; provided that the total unpaid balance of the indebtedness secured hereby at any one time shall not exceed the maximum principal amount of Fifteen thousand and No/100ths _____ Dollars (\$15,000.00 _____), plus interest thereon and any disbursements made by the mortgagee for the payment of taxes, levies or insurance on the property encumbered hereby, with interest on such disbursements.

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

Signed, sealed and delivered in the presence of:
Walter H. Merritt Theodore M. Barnhill (Seal)
Catherine E. Bryant Theodore M. Barnhill
Catherine E. Bryant Marjorie Barnhill (Seal)
Walter H. Merritt Marjorie Barnhill

District of Columbia
STATE OF VIRGINIA
COUNTY OF FAIRFAX ss.

Before me personally appeared Theodore M. Barnhill and Marjorie Barnhill, husband and wife,
to me well known and known to me to be the individual^s described in and who executed the foregoing instrument, and acknowledged before me that s/he^y executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of July, 1976

(Notarial Seal) Walter H. Merritt
Notary Public in and for the County and State Aforesaid.
My commission expires: 31st July 1977

STATE OF _____ ss.
COUNTY OF _____

Before me personally appeared _____
and _____
known to me to be the _____ President and _____ Secretary
respectively of _____ the corporation
named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation,
executed the same; and then and there the said _____ and the said _____
did acknowledge before me that said _____
instrument is the free act and deed of said corporation by them respectively executed as such officers for the
purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity af-
fixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this _____ day of _____, 19____

Notary Public in and for the County and State Aforesaid.
My commission expires: _____



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FILED AND RECORDED
CLERK CIRCUIT COURT
FAIRFAX COUNTY VA
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