

MORTGAGE DEED

THE METROPOLITAN CLUB,
a corporation,

To

C. E. JOHNSON

FILED AND RECORDED IN THE
PUBLIC RECORDS OF DUVAL COUNTY,
FLORIDA. RECORD VERIFIED.
ELLIOT W. BUTTS, CLERK CIRCUIT COURT

Return to

*James P. Hill
Atlantic Bank
Bldg*

350

THIS MORTGAGE DEED, Executed the 1st day of June A. D., 19 35,
by THE METROPOLITAN CLUB, a corporation,

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 C. H. JOHNSON

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,

WITNESSES: 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* ~~do.es~~ 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 Duval and State of Florida, described as follows:

Lot Eleven (11), Block Eighty-eight (88)
LAKESIDE PARK, according to Plat thereof
recorded in Plat Book 3, at page 11, of
the Current Public Records of Duval County,
Florida;

TOGETHER with all littoral and riparian rights
to the same belonging or in anywise appertaining.

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 itself and its heirs, legal representatives, successors and assigns, hereby covenant 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*, its 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:

\$2,500.00

Jacksonville, Florida, June 1st, 1935.

For value received, I promise to pay to the order of C.H. Johnson, the principal sum of Two Thousand Five Hundred (\$2,500.00) Dollars, together with interest on said principal sum remaining from time to time unpaid, from date at the rate of six (6%) per cent per annum, said interest being payable quarterly, beginning on the first day of September 1935, and said principal sum being payable in quarter-annual installments of Two Hundred (\$200.00) Dollars each, the first of said installments of principal to be paid on the first day of December 1935, and a similar reduction in principal to be made quarter-annually thereafter, until this note has been paid in full.

This note and interest thereon are secured by a First Mortgage on real estate of even date herewith. If default be made in the payment of any installment or any sum due hereunder, then the entire principal sum then remaining unpaid, with accrued interest, shall at the option of the holder become due and collectible, and said principal sum shall bear interest from such time until paid, at the rate of ten per cent per annum. Each maker agrees to pay a reasonable attorney's fee whether suit be brought or not, if counsel shall after the maturity of this note or default hereunder be employed to collect this note or to protect

documentary stamps
amt of \$2,500 attached
to original note

and every the stipulations, agreements, conditions and covenants of said promissory notes and of the interest coupons referred to therein 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, 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 that the word their as used anywhere in this mortgage shall be taken to mean his, her or its, wherever the context so implies or admits.

And said *Mortgagors*, for themselves and their heirs, legal representatives, successors and assigns, hereby jointly and severally covenant and agree to and with said *Mortgagees*, their 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 notes, interest coupon notes 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 *Mortgagees* within ten days next after payment; and in the event that any thereof is not so paid, satisfied and discharged, said *Mortgagees* 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 eight 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 insurance in the usual standard policy form, in a sum not less than Twenty-five Hundred — — — — — Dollars, \$ 2500.00, in such company or companies as may be approved by said *Mortgagees*; and all fire 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 *Mortgagees* as their interest may appear, and each and every such policy shall be promptly delivered to and held by said *Mortgagees*; and, not less than ten days in advance of the expiration of each policy, to deliver to said *Mortgagees* a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no fire 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 *Mortgagees* shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said *Mortgagors* 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 *Mortgagors* 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 *Mortgagees*, 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 *Mortgagees* 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 eight 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 *Mortgagees* because and/or in the event of the failure on the part of the said *Mortgagors* 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 notes, interest coupon notes 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 eight 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 *Mortgagors*, 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 notes and said interest coupons 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 notes then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said *Mortgagees*, 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 notes, interest coupons and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter at the option of said *Mortgagees*, 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 *Mortgagees* 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 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 any wise 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 *Mortgagees*, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said *Mortgagors* 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 *Mortgagees* and the practice of such court.

8. 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 notes and said interest coupon notes and in this mortgage set forth.