

ST-44, 898

637471

This Mortgage Deed

Executed the 28th day of December A. D. 19 83 by

RONALD LANGFORD SWEETING and JANNIE L. SWEETING, his wife,
hereinafter called the mortgagor, to

MARIE O'NEILL,

hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in St. Lucie County, Florida, viz:

The Southerly 10 feet of Lot 12 and all of Lot 13, Block 7, FLORIANA PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 7, of the Public Records of St. Lucie County, Florida.

Received \$ 22,000 HH-00 In Payment Of Taxes
Due On Class "C" Intangibles Personal Property,
Pursuant To Chapter 71, 194, Acts Of 1971.
ROGER POITRAS MA
Clerk Circuit Court, St. Lucie, Co., Fla.

THIS IS A PURCHASE MONEY MORTGAGE.

STATE OF FLORIDA
DEPT. OF REVENUE
RECEIVED
NOV 28 1983
PB
1110
33.00

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and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than the highest insurable value.

In a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or hereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein provided shall notwithstanding. Failure by the mortgagor to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jean Michael *Jean Michael Sweeting*
Witness RONALD LANGFORD SWEETING *Ronald Langford Sweeting* L.S.

Witness *Ronald S. Canada* JANNIE L. SWEETING *Jannie L. Sweeting* L.S.

L.S.

L.S.

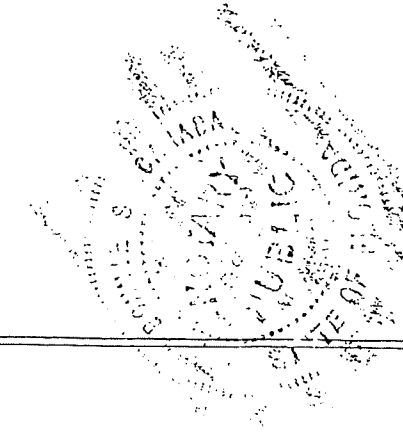
STATE OF FLORIDA,
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

RONALD LANGFORD SWEETING and JANNIE L. SWEETING, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of December A. D. 19 83.



Ronald S. Canada
NOTARY PUBLIC

MY COMMISSION EXPIRES: 637471

Notary Public State of Florida
At Large. My Commission Expires
January 3, 1987

LET ANY RELEVANT
STATUTE CONCERNING
FOREIGN INSTRUMENTS
GLEAN FROM THIS OFFICE

ghb

THIS INSTRUMENT PREPARED BY: Bonnie S. Canada
T & T TITLE INSURANCE, INC.
205 S 2ND ST FORT PIERCE, FLORIDA

This Instrument prepared by:

Address

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgageor covenants with the mortgagee that the mortgage is indefeasibly seized of said land in fee simple; that the mortgageor has good right and lawful authority to convey said land as aforesaid; that the mortgageor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgageor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except those taxes accruing subsequent to Dec. 31, 1983.

Provided Always, that if said mortgageor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:

\$ 22,000.00 Fort Pierce, Florida December 28 1983

As hereinafter specified _____ after date, I, we or either of us promise to pay to the holder of
MARIE O'NEILL _____

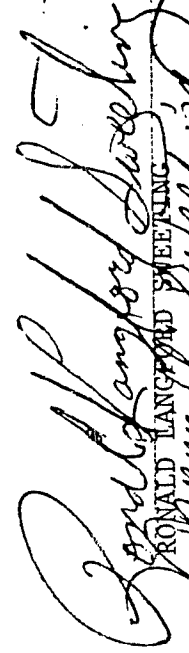

Twenty Two Thousand and no/100 _____ DOLLARS

for value received, payable at 635 Pamela Terrace _____ with interest
Naples Beach, Florida 32233 _____ and principal _____

from _____ date at the rate of 9 _____ per cent per annum until paid; interest payable _____ monthly
And each of us whether maker, guarantor or endorser, hereby severally waives and renounces any and all homestead exemption rights we may have under the Constitution or Laws of the State of Florida, or any other State, or United States, as against this note; and each further waives demand, notice of non-payment and protest, and in the event it becomes necessary to collect this note through an attorney, agrees to pay all costs of collection, including reasonable attorney's fee.

Payable in One Hundred Eighty (180) equal and consecutive monthly installments of Two Hundred Twenty Three Dollars and Fourteen Cents (\$223.14) including principal and interest. First payment beginning January 28, 1984, and monthly thereafter until said principal and interest due thereon are paid in full.

This obligation may be paid in whole or in part at any time without penalty.


RONALD LANGFORD SWEETING, SEAL

JANNIE L. SWEETING, SEAL

No. _____ Due _____