

## ***MORTGAGE DEED***

**THIS MORTGAGE DEED** (the "Mortgage") is made and entered on October 03, 2016 by and between Charles Jacob Deese, of 72 Silver Acres Drive, Panacea, Florida 32346 (the "Mortgagor") and Karen L Day and William J Day II, a married couple, of 58 Silver Acres Drive, Panacea, Florida 32346 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$30,000.00 together with interest thereon of 3% computed on the outstanding balance of the total purchase price of \$30,000.00, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

**IN CONSIDERATION OF** the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 21 Autumn Lane, in the City of Panacea, County of Wakulla, in the State of Florida, with the following legal description:

21 Autumn Lane, Panacea, Florida 32346 also known as: Lot 1 Block A of Silver Acres Subdivision as per map or plat thereof recorded in Plat Book 2, Page 2 of the Public Records of Wakulla County, Florida Also Including a 1997 OMNI 52' Doublewide Mobile Home Serial Number 054119A and 054119B.

### **PAYMENT OF SUMS SECURED.**

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

### **WHEN THIS MORTGAGE BECOMES VOID.**

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

### **MORTGAGOR FURTHER COVENANTS AND AGREES THAT:**

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make each monthly payment in the amount of \$289.68 for 10 years which includes the principal and interest by the 30th day of each month. Mortgagor will secure by maintaining Homeowners Insurance with Mortgagee listed as the Lien-holder for the entire

loan period or until said mortgage is paid in full. Mortgagor will provide the Mortgagee proof of payment for the annual real estate taxes for said property until said mortgage is paid in full. These provision shall be effective until said mortgage is paid in full.

- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred. Mortgagee also has the right to repossess said property should the Mortgagor be in default within a reasonable time and Mortgagee shall be entitled to collect all cost and expenses, including reasonable attorney fees incurred to repossess said property.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

Unofficial Copy

**Mortgagee Signatures:**

DATED: 10/3/16

DATED: 10/3/16

Karen L Day  
Karen L Day

William J Day II  
William J Day II

~~INDIANA~~ Florida, COUNTY OF WAKULLA, ss:

This instrument was acknowledged before me on this 3<sup>rd</sup> day of October, 2016 by Karen L Day and William J Day II.



Erika Gwaltney  
Notary Public

Notary Public  
Title (and Rank)

My commission expires 7-14-17

Unofficial Copy

**Mortgagor Signature:**

DATED: 10/03/16

*Charles Jacob Deese*  
Charles Jacob Deese

STATE OF FLORIDA, COUNTY OF WAKULLA, ss:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> ~~Monday~~ day of October, 2016 by Charles Jacob Deese, who are personally known to me or who have produced FL Driver License as identification.



*Erika Gwaltney*  
Signature of person taking acknowledgment

Erika Gwaltney  
Name typed, printed, or stamped

Notary Public  
Title or rank

\_\_\_\_\_  
Serial number (if applicable)

Unofficial Copy