

THIS WARRANTY DEED Made the 26th day of

September, A.D. 1980, by BOBBY E. PHILLIPS and

LINDA P. PHILLIPS, his wife,

hereinafter called the grantor, to BRIAN BICKEL,

whose postoffice address is Rt. 8, Box 257, Lake City, FL 32055
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors of corporations)

WITNESSETH: That the grantor, for and in consideration of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

TOWNSHIP 4 SOUTH, RANGE 16 EAST

Section 16: Parcel No. 7 of an unrecorded survey plat of the N $\frac{1}{2}$ of the S $\frac{1}{2}$, prepared by B. G. Moore, Registered Land Surveyor, said plat dated March 25, 1970, and more particularly described as follows:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, subject to existing road right-of-way and subject to utility easement. LESS AND EXCEPT The North 129.89 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

N.B. For the period of time from date hereof to and including December 31, 1999, no junk or any kind or description, in- (see reverse side for continuation of N.B. Clause)

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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 of all encumbrances, except taxes accruing subsequent to December 31, 1979.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

W. J. Roberts, Jr.
Shore & Thomas

STATE OF FLORIDA)
COUNTY OF COLUMBIA)

x *Bobby E. Phillips* L.S.
x *Linda P. Phillips* L.S.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared BOBBY E. PHILLIPS and LINDA P. PHILLIPS, his wife, to me known to be the person 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 26th day of September 19 80

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 10 1981
BONDED THRU GENERAL INS. UNDERWRITERS

W. J. Roberts, Jr.

This Instrument Was Prepared By
WILLIAM J. ROBERTS, JR.

BERGEN & ROBERTS
501 N. First Street, Lake City, Florida 32055

BOOK 455 PAGE 259
OFFICIAL RECORDS

7.00
12.00

THIS WARRANTY DEED Made the 23rd day of
MARCH, A.D. 1981, by BRIAN BICKEL

465 PAGE 78
OFFICIAL RECORDS

hereinafter called the grantor, to THOMAS D. HOWARD,

whose postoffice address is RT. 6, BOX 315, Lake City, FL 32055
hereinafter called the grantee;

(Wherever used herein the terms "grantor" and "grantee"
include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals and the suc-
cessors of corporations)

WITNESSETH: That the grantor, for and in consideration of
\$ 10.00 and other valuable considerations, receipt whereof is hereby ac-
knowledge, hereby grants, bargains, sells, aliens, remises, releases, con-
veys and confirms unto the grantee, all that certain land situate in Columbia
County, Florida, viz: TOWNSHIP 4 SOUTH, RANGE 16 EAST

Section 16: Parcel No. 7 of an unrecorded survey plat of the N $\frac{1}{2}$ of the S $\frac{1}{2}$, pre-
pared by B. G. Moore, Registered Land Surveyor, said plat dated
March 25, 1970, and more particularly described as follows:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, subject to existing road
right-of-way and subject to utility easement. LESS AND EXCEPT the
North 129.89 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

N.B. For the period of time from date hereof to and including December 31, 1999,
no junk of any kind or description (including junk automobiles, junk electrical
appliances, or worn out or discarded machinery, can be kept or placed upon this
property.

N.B.: The above property is not the homestead property of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances
thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the
grantor is lawfully seized of said land in fee simple; that the grantor has
good right and lawful authority to sell and convey said land; that the grantor
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 of
all encumbrances, except taxes accruing subsequent to December 31, 1980.

IN WITNESS WHEREOF, the said grantor has signed and sealed
these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Cathy M. Handley
Cathy M. Handley

Brian Bickel
BRIAN BICKEL

L.S.

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an official duly
authorized in the state aforesaid and county aforesaid to take acknowledgments,
personally appeared BRIAN BICKEL

, to me known to be the person described in and
who executed the foregoing instrument and he acknowledged before me that
he executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 23rd day of MARCH, 19 81

Cathy M. Handley

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 24 '81
\$80.00
COLUMBIA
COUNTY

This Instrument Was Prepared By

WILLIAM J. ROBERTS, JR.
BERGEN & ROBERTS
501 N. First Street, Lake City, Florida 32055

FILE NO.
BOOK 96-5
RECORDED
PAGE 78
8102339

Rec. 9.01

Branch JAX 06 No. Mos 240

Doc. Stamp 114.67

Int. Tax 114.67

Total 219.77

MORTGAGE FLORIDA JIM WALTER HOMES, INC.

PAGE 60

THIS MORTGAGE Made this 24th day of APRIL 1983 between ALLEN I. LOUDEN (MARRIED) AND KENNETH H. E. LOUDEN (SINGLE) of COLUMBIA County, Florida, hereinafter called Mortgagor and JIM WALTER HOMES, INC., a Florida corporation, with offices at 1500 North Dale Mabry, Tampa, Florida, 33607 hereinafter called Mortgagee.

WITNESSETH: That Mortgagor, in consideration of the mutual covenants and conditions herein contained and other valuable consideration delivered by the Mortgagee to the Mortgagor, the receipt and sufficiency whereof is hereby acknowledged, does hereby

ADDENDUM

TOWNSHIP 4 SOUTH - RANGE 17 EAST

SECTION 26: Commence at the Northwest Corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and run S 10 $^{\circ}$ 11'15"E along the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the POINT OF BEGINNING; and run thence N 87 $^{\circ}$ 07'E 275.00 feet to the West line of Peacock Road; thence S 10 $^{\circ}$ 11'15"E along said road 158.40 feet; thence S 87 $^{\circ}$ 07'W 275.00 feet to the West line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 10 $^{\circ}$ 11'15"W 158.40 feet to the POINT OF BEGINNING, subject to power line easement.

SUBJECT TO: Restrictions shown in Warranty Deed recorded in Official Record Book 318, Page 195 of the public records of Columbia County, Florida.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all houses, buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and added thereto, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom;

TO HAVE AND TO HOLD the above described property, and said improvements unto the Mortgagee, its successors and assigns, in fee simple.

Mortgagor hereby covenants with Mortgagee that Mortgagor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and mortgage the same to the Mortgagee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments except the lien of taxes that may not yet be due and payable; that said Mortgagor, his heirs, legal representatives and successors, shall warrant and defend the title to said property unto the Mortgagee against the lawful claims and demands of all persons whomsoever, and will make such further assurances to perfect the fee simple title to said property in the Mortgagee as may be reasonably required.

PROVIDED ALWAYS, and these presents are upon these express conditions, that if Mortgagor shall promptly pay to Mortgagee one certain promissory note, of even date herewith, made by Mortgagor to Mortgagee in the principal amount of \$ 57,536.00 payable in monthly installments of \$ 238.90 each, the last installment being due and payable on 20 JULY 2003, and until full payment thereof, or extensions or renewals thereof, in whole or in part, and payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, shall faithfully and promptly comply with and perform each and every other covenant and provision contained herein on the part of Mortgagor to be complied with and performed, then this Mortgage and the estate hereby created shall cease, determined and become null and void. Upon full payment, as above provided, Mortgagee shall, at Mortgagor's request and expense, execute a satisfaction of this Mortgage.

Mortgagor further covenants and agrees with the Mortgagee as follows:

To pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability hereby secured, however created or evidenced; to pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this mortgage and contract and the monies secured hereby promptly when due and before delinquency thereof; to pay all costs and expenses incurred or paid by the Mortgagee in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Mortgagee hereunder, including actual court costs and reasonable attorney's fees if referred to an attorney, who is not a salaried employee of Mortgagee or its assigns; to keep all buildings and structures now or hereafter erected upon the mortgaged premises permanently insured against physical damage or loss from fire, lightning and extended coverage to the extent of the lesser of the actual cash value of the house or the unpaid balance of the cash price. Mortgagor must maintain the required insurance coverage from the date of commencement of construction until Mortgagor's obligations under the Contract are fully discharged. The required policy or policies shall contain a clause making the proceeds payable to Mortgagee to the extent of its interest in the property. Mortgagee reserves the right to refuse to accept an insuror offered by the Mortgagor if the policy is not in the form of the amount acceptable to the Mortgagee.

It is further covenanted that the Mortgagee may at its option, but in no event shall it be obligated to do so, advance monies that should have been paid by Mortgagor hereunder in order to protect said property or the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such monies, which amount shall bear interest from the date so advanced until paid at the rate of ten (10%) per cent per annum and shall be considered as so much additional indebtedness secured hereby; but no payment by the Mortgagee of any such monies shall be deemed a waiver of the Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of his covenants hereunder.

The Mortgagor agrees that any sum or sums which may be loaned or advanced by Mortgagee to the Mortgagor at any time within twenty (20) years from the date of this Mortgage, together with interest thereon as set forth herein or as agreed upon the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness hereunder and shall be subject to all the terms and provisions of this mortgage; provided that the aggregate amount of the principal outstanding at any time shall not exceed one hundred fifty percent (150%) of the principal amount originally secured hereby. Nothing contained herein shall obligate Mortgagee to make any such loans or advances. The Mortgagor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations and rules affecting said property or its operation.

It is further covenanted and made the essence hereof that in case of default for thirty days in the payment of any sums of money to be paid hereunder by the Mortgagor or in the performance of any of the covenants herein on the part of the Mortgagor to be performed, then it shall be optional with the Mortgagee to consider all unmatured indebtedness or liability secured hereby, including any additional sums hereunder advanced and secured hereby and any interest due thereon, as immediately due and payable, without demand and without notice or declaration of said option; and the Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all monies secured hereby, including the right to foreclose the lien hereof.

Received \$114.67 in payment of taxes due, Class "C" Intangible Personal Property, pursuant to Chapter 20724, Laws of Florida Acts of 1941, PAID 86.10
Mary B. Childs, Clerk of Circuit Court
Columbia County, Clerk of Circuit Court

JW 270 (Rev. 9/81)



THIS INSTRUMENT PREPARED BY

THIS INSTRUMENT PREPARED BY
JIM WALTER HOMES, INC.
Tampa, Florida 33602

The Mortgagor hereby waives all right of homestead exemption and any other exemption with respect to Creditor's rights granted by the Constitution and laws of Florida with respect to the property described in this Mortgage. It is specifically agreed that time is of the essence of this contract and that no waiver by the Mortgagee of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the obligation secured hereby.

It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" are for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Allen J. Louder (SEAL)

Kenneth E. Louder (SEAL)

STATE OF FLORIDA

COUNTY OF

Duval

BOOK 513 PAGE 61
OFFICIAL RECORDS

I HEREBY CERTIFY, That on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Allen J. Louder and Kenneth E. Louder, Single Brothers husband and 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 as THEIR free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of APRIL

19 83

Thomas E. Cready
Notary Public, State of Florida at Large

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: My Commission Expires Nov. 2, 1984

FILED FOR record the _____ day of _____, 19____, and recorded in Mortgage Book _____, Page _____ of the public records of _____ County, Florida.

Clerk, Circuit Court

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622