Prepared by and return to:
Crystal L. Curran
Alachua Title Services, LLC
16407 Northwest 174th Drive
Suite C
Alachua, FL 32615
(386) 418-8183
File No 21-110
Parcel Identification No

[Space Above This Line For Recording Data]

# MORTGAGE DEED
## (Individual)

**THIS MORTGAGE DEED**, executed on 03/04/2021, by

**W. Eric Rakijasic and Stacy Rakijasic, husband and wife**

whose address is: 3883 Southwest Ichetucknee Avenue Lake City, FL 32024

hereinafter called "Mortgagor", to

**Charles Cain**

whose address is: 11802 Northwest 136th Street Alachua, FL 32615 hereinafter called "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 that certain land of which the Mortgagor is now seized and in possession situate in **Columbia County**, Florida, viz:

**A part of the SW 1/4 of Section 30, Township 5 South, Range 16 East, more particularly described as follows:**

**Begin at the NW corner of the SW 1/4 of SW 1/4 and run North 89 degrees 45'35" East, along the North line thereof, 466.69 feet; thence S 0 degrees 30'05" East, 466.69 feet; thence South 89 degrees 45'35" West, 466.69 feet to a point on the West line of said SW 1/4 thence North 0 degrees 30'05" West along said West line 466.69 feet to the Point of Beginning. All lying and being in Columbia County, Florida.**

**LESS AND EXCEPT any portion thereof lying within road right of way.**

**TOGETHER WITH 1972 WINC single wide mobile home, ID No. F26D3752.**

**To have and to hold**, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

**And the Mortgagor** covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

**Provided always,** that if said Mortgagor shall pay unto said Mortgagee the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant 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 full insurable value in a company of 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 agreement, stipulation, condition and covenant 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.

**Mortgagee may require,** subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair or protect the security for the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

**If any sum** of money herein referred to be not promptly paid within **10** days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is 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 thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee 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.

**Transfer of property or beneficial interest:** If all or any part of the land described herein, or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), Mortgagee may, at its option require immediate payment in full of all sums secured by this Mortgage Deed. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage Deed without further notice or demand on Mortgagor.

**IN WITNESS WHEREOF,** Mortgagor has signed and sealed these presents the date set forth above.

W. Eric Rakijasic

~~Stacey~~ Rakijasic
Stacy SEF

WITNESS
PRINT NAME: Crystal L. Curran

WITNESS
PRINT NAME: KYLE POLANSKY

STATE OF FLORIDA

COUNTY OF ALACHUA

KPP

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me 03/04/2021, by W. Eric Rakijasic and Stacey Rakijasic, who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC

KYLE POLANSKY
Printed Name of Notary
My Commission Expires: 03/27/2022

KYLE PATRICK POLANSKY
Commission # GG 200757
Expires March 27, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

# EXHIBIT A
# MORTGAGE NOTE

50,000.00 03/04/2021

For value received, the undersigned jointly and severally, promise to pay to the order of **Charles Cain** the principal sum of

*******FIFTY THOUSAND AND 00/100 Dollars*******

**($50,000.00)** with interest thereon at the rate of **7 (SEVEN)** per centum per annum from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at **11802 Northwest 136th Street Alachua, FL 32615** or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

**In equal monthly installments** of **$681.69** commencing on April 4, 2021 and continuing on the fourth day of each month thereafter until the principal sum of **$50,000.00** and the interest accrued thereon has been paid. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal hereof.

**If payment** is received more than **10** days late, a late charge of **5%** of the payment is applicable.

**Privilege** is reserved to prepay, at any time after the 21st payment. After the 21st payment the privilege to prepay, all or any parts of indebtedness due hereunder without premium or fee. If the loan is paid off prior to the 21st payment the penalty is the remaining months owed up to the 21st month divided by 2 (50% of the remaining balance of interest).

**This note is to be** construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

**If default** be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within **10** days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage. Borrower is responsible for all property taxes against the property and the required to file for homestead exemption.

W. Eric Rakijasic

Stacy Rakijasic

~~Staecy~~ Rakijasic

STACY SR

Prepared by and return to:
Crystal L. Curran
Alachua Title Services, LLC
16407 Northwest 174th Drive
Suite C
Alachua, FL 32615
(386) 418-8183
File No 21-110

Parcel Identification No R03742-003

[Space Above This Line For Recording Data]

# WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

**This indenture** made the **4th day of March, 2021** between **Charles Cain,** whose post office address is **11802 Northwest 136th Street, Alachua, FL 32615,** of the County of Alachua, State of Florida, Grantor, to **W. Eric Rakijasic and Stacy Rakijasic, husband and wife,** whose post office address is **3883 Southwest Ichetucknee Avenue, Lake City, FL 32024,** of the County of Columbia, State of Florida, Grantees:

**Witnesseth,** that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

A part of the SW 1/4 of Section 30, Township 5 South, Range 16 East, more particularly described as follows:

Begin at the NW corner of the SW 1/4 of SW 1/4 and run North 89 degrees 45'35" East, along the North line thereof, 466.69 feet; thence S 0 degrees 30'05" East, 466.69 feet; thence South 89 degrees 45'35" West, 466.69 feet to a point on the West line of said SW 1/4 thence North 0 degrees 30'05" West along said West line 466.69 feet to the Point of Beginning. All lying and being in Columbia County, Florida.

LESS AND EXCEPT any portion thereof lying within road right of way.

TOGETHER WITH 1972 WINC single wide mobile home, ID No. F26D3752.

GRANTOR WARRANTS THIS PROPERTY IS NOT HIS HOMESTEAD PROPERTY NOR IS IT CONTIGUOUS TO HIS HOMESTEAD PROPERTY.

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

**Subject to** taxes for 2020 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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

**And** Grantor hereby covenants with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

*Signed, sealed and delivered in our presence:*

WITNESS
PRINT NAME: KYLE POLANSKY

Charles Cain

WITNESS
PRINT NAME: Krystal Curran

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 4 day of MARCH, 2021, by Charles Cain.

Signature of Notary Public
Print, Type/Stamp Name of Notary

KYLE PATRICK POLANSKY
Commission # GG 200757
Expires March 27, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Personally Known:_________ OR Produced Identification: X
Type of Identification
Produced: DRIVER'S LICENSE