

This Mortgage Deed

Instrument	OR	Volume	Page
		652	290
Doc Stamp	\$	61.95	
IT TAX	\$	35.40	
Date Paid	03-06-2003		

Executed the 10th day of January, A.D. 2003 by

Craig A. Grant, a single man and Robert C. Grant, a married man, as joint tenants with Right of Survivorship

hereinafter called the mortgagor, (buyer), to

Old Blue Springs, LLC, a Limited Liability Company

hereinafter called the mortgagee (seller).

(Whenever 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, 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 MAISON County, Florida viz: Lot No.(s) 6 Benchmark Acres; an unrecorded subdivision, but more particularly described * SUBDIVISION, A subdivision as per the plat thereof filed at Plat Book Page of the Public Records of the above mentioned county and state.

AMOUNT OF INDEBTEDNESS secured hereby Seventeen Thousand Seven Hundred dollars (\$ 17700)

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances hereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple. * in Exhibit A attached and made a part hereof.

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 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 taxes accruing subsequent to December 31, 2002, and all restrictions, reservations, easements and limitations of record, common to the subdivision or as shown on the plat thereof. This is a purchase money mortgage. Mortgagor states under oath that the property described herein is not homestead property of mortgagor.

Prohibited Always that if said mortgagor shall pay unto said mortgagee the certain promissory note secured hereby and shall perform, comply with and abide by each and every one of 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 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 cut or remove no timber from said land without the prior written consent of mortgagee; to comply with all restrictions and with all Federal, State and local laws affecting the use of the premises; 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 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; if requested by mortgage holder, to make additional monthly payments to mortgage holder in an amount sufficient to pay future estimated property taxes, special assessments and/or insurance premiums on the subject property, such payments to be held by mortgage holder in a non-interest bearing escrow account until the same are due and payable; 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, whether suit be brought or not; to perform, comply with the and abide by each and every one of 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 thirty (30) days next after the same becomes due, or if each and every one of 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 thereafter, at the option of the mortgagee, become and be 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. All payments due under the note secured hereby shall be subject to a late charge if made more than ten (10) days after the date due equal to the greater of 4% of the payment amount or ten dollars (\$10.00).

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:

Witness 1 Sign: <u>Lisa Davies</u>	}	<u>Craig A. Grant</u>	L.S.
Witness 1 Print: <u>LISA DAVIES</u>		<u>Craig A. Grant</u>	L.S.
Witness 2 Sign: <u>Alan B. Jew</u>		<u>Robert C. Grant</u>	L.S.
Witness 2 Print: <u>Alan B. Jew</u>		<u>Robert C. Grant</u>	L.S.

STATE OF FLORIDA }
COUNTY OF Alachua }

The foregoing instrument was acknowledged before me this 10 day of January, 2003, by Craig A. Grant & Robert C. Grant, who is/are personally known to me or who provided FLA DL as identification.

Lisa Davies
Notary Public, State of Florida

(SEAL)

Printed Name of Notary Public: LISA DAVIES
My Commission Expires: MY COMM. EXP. FEB. 20, 2003
Commission #: COMM. # CC 804290
Bonded By Old Republic Surety Company

As to form only

This instrument prepared by: Daniel Cross
8806 W. US 90 SUITE 101
DADE CITY FL 32825

EXHIBIT A

LEGAL DESCRIPTION Instrument Volume Page
(LOT-6) OR 652 291

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 1 SOUTH; RANGE 10 EAST, MADISON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 15, AND RUN SOUTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,317.25 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 30.77 FEET TO THE SOUTH MAINTAINED RIGHT OF WAY OF BENCHMARK DRIVE; THENCE SOUTH 89 DEGREES 00 MINUTES 11 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 368.15 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 309.44 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 40 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 311.25 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 683.21 FEET; THENCE SOUTH 89 DEGREES 31 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY RUN SOUTH 00 DEGREES 30 MINUTES 21 SECONDS EAST, A DISTANCE OF 698.18 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE OF 312.58 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 697.05 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89 DEGREES 20 MINUTES 48 SECONDS EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 312.58 FEET TO THE POINT OF BEGINNING, CONTAINING 5.01 ACRES, MORE OR LESS.

Filed for Record in
MADISON
TIM SANDERS
03-06-2003 12:36 PM.
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OR Volume 652 Page 290 - 291