

executive line

# This Mortgage Deed.

(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 hereto described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

R 950

Executed the 11th day of October A. D. 19 96  
by

THOMAS J. CROW, a single man, 8280 Norbert St., Spring Hill, Fl

hereinafter called the Mortgagor, to

DIANA L. CROW, a single woman, c/o REBECCA MCKEEVER,  
6 Lincoln St., Adams MA 01221

hereinafter called the Mortgagee.

**Witnesseth,** that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in HERNANDO County, State of Florida, described as follows:

LOT 1, BLOCK 1448, SPRING HILL, UNIT 21, ACCORDING TO  
THE PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGES 81-96  
PUBLIC RECORDS OF HERNANDO COUNTY

FILE# 96-041638  
HERNANDO COUNTY, FLORIDA

RCD Nov 13 1996 09:54am  
KAREN NICOLAI, CLERK

MTG DOC STAMPS 10.50  
11/13/96 Deputy C1k

INTANGIBLE TAX 6.00  
11/13/96 Deputy C1k

KATHLEEN LOWRIGAN  
5370 SPRING HILL DR  
SPRING HILL, FL 34606

**To Have and to Hold** the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

**And** said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**Provided always,** that if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy, to wit:

SEE EXHIBIT "A" AS ATTACHED HERETO

**\*\* OFFICIAL RECORDS \*\***  
**BK: 1095 PG: 412**

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

**And** the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal ~~and interest~~ and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder; and every payment so made shall bear interest from the date thereof at the rate of 0 per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 0 per cent. per annum.

4. To keep the building now or hereafter on said land insured in a sum not less than fair market value

Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of 0 per cent. per annum.

5. To permit, commit or suffer to be committed, or to be committed, any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within <sup>TEN</sup> days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of <sup>THREE THOUSAND</sup> Dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

In Witness Whereof, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

*Patricia Skornicke*  
PATRICIA SKORNICKE

*Thomas J. Crow*  
THOMAS J. CROW

*Jack D. Hoogewind*  
JACK D. HOOGEWIND

State of Florida  
County of FLORIDA

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that

THOMAS J. CROW

to me personally known, this day acknowledged before me that he executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said mortgage.

In Witness Whereof, I hereunto set my hand and official seal at Ridge Manor said County and State, this 11th day of October, A. D. 19 96

Notary Public - JACK DOUGLAS HOOGEWIND  
Notary Public - JACK DOUGLAS HOOGEWIND  
33283 COLLEZ  
Dade City, Fl 33523

*Jack Douglas Hoogewind*  
Notary Public - JACK DOUGLAS HOOGEWIND  
My Commission Expires 1/6/97

\$ 3,000.00

Ridge Manor

October 11

96

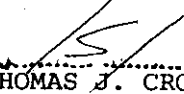
Florida, 19

For Value Received the undersigned jointly and severally promises to pay to the order of DIANA L. CROW the principal sum of THREE THOUSAND Dollars (\$ 3,000.00), together with interest thereon from date at the rate of 0 per cent. per annum until maturity, said interest being payable monthly on the      day of each and every month both principal ~~and~~ ~~being~~ payable in lawful money of the United States at DIANA L. CROW, c/o REBECCA MCKEEVER, 6 Lincoln St., Adams, MA 01221 or at such other place as the holder hereof may designate in writing. Principal ~~and~~ ~~interest~~ payable in installments of ONE HUNDRED Dollars, (\$ 100.00) each on the 1st day of each and every month, beginning on the 1st day of September 1996, and continuing until said principal ~~and~~ ~~interest~~ have been paid. Each installment payment shall be credited first on the interest then due; and the remainder on principal, and interest shall thereupon cease upon the principal so credited.

**\*\* OFFICIAL RECORDS \*\***  
**BK: 1095 PG: 414**

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.  
 Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.  
 This note and deferred interest payments shall bear interest at the rate of 0 per cent. per annum from maturity until paid.  
 This note is secured by a first mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holder, become immediately due and payable.

..... (Seal)  
 ..... (Seal)

  
 THOMAS J. CROW (Seal)  
 ..... (Seal)

*Exhibit "A"*