

25602

LIFE REC-542 PAGE 963

This Quit-Claim Deed, Executed this 8 day of MAY, A.D. 1973, by
PHILIP SPIEGEL and ALAN G. SCHMITT and PATRICIA D. SCHMITT, his wife
 first party, to **BONEFISH TOWERS, INC.**, A Florida Corporation

whose postoffice address is 2790 Bird Avenue, Miami, Florida 33132

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Monroe State of Florida, to-wit:

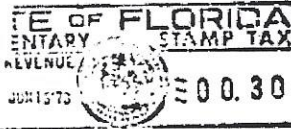
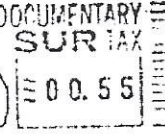
Legal Description attached as Exhibit "A"

STATE OF FLORIDA
 COUNTY OF MONROE
 This copy is a True Copy of the
 Original on File in this Office. Witness
 My hand and Official Seal
 And that same is in full force and effect

This 27th day of April
 A.D., 2018
 KEVIN MADOK, CPA
 Clerk Circuit Court

By: Deputy Clerk

05250
 14250



FILED FOR RECORD
 1973 JUN 15 PM 12:54
 EARL R. ADAMS, CLK. CT. CL.
 MONROE COUNTY, FLORIDA

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Notary Public
for County

Philip Spiegel L.S.
Alan G. Schmitt L.S.
Patricia D. Schmitt L.S.
 Patricia D. Schmitt

STATE OF FLORIDA, *Justicia Spiegel*
 COUNTY OF MONROE *Ronald 2790*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

~~PHILIP SPIEGEL and~~ ALAN G. SCHMITT and PHILIP SPIEGEL to me known to be the person^s 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 8th day of May, A.D. 1973.

Notary Public
 Notary Public, State of Florida



Commission Expires:
 NOTARY PUBLIC, STATE OF FLORIDA at LARGE
 MY COMMISSION EXPIRES MAR. 29, 1975
 Issued by American Bankers Insurance Co.

This instrument prepared by:

STATE OF FLORIDA
COUNTY OF MONROE

REC 542 PAGE 964

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgements, personally appeared PATRICIA D. SCHMITT to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May A.D., 1973.



Commission Expires: 1975, STATE OF FLORIDA: LARGE
NOTARY PUBLIC: 1975 MAR. 29, 1975
bonded By Fidelity Guaranty Insurance Co.

Shirley C. Bailey
State of Florida, Notary Public

EXHIBIT "A"

All of Lot 7 and 11 and part of Lots 8, 9 and 10 Block 6 and a part of Lot 1, Block 21 of "COCO PLUM BEACH", as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Northeast Corner of Lot 1, Block 5 of said "COCO PLUM BEACH", bear South, 353 feet; thence bear East 46.73 feet to the Westerly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of 125 degrees and 00 minutes and a radius of 575 feet; thence along said curve in a southerly direction and deflecting to the left 7.30 feet to the N.W. Corner of Lot 7 and the POINT OF BEGINNING of the tract of land and water hereinafter described; from said POINT OF BEGINNING bear South, 613 feet, more or less, to Key Colony Channel; thence bear South 43 degrees and 35 minutes East 920 feet, more or less; thence bear North 04° and 30' East, 970 feet, more or less, to the Southerly right-of-way line of Coco Plum Beach Causeway, said Point being on a curve having a central angle of 125 degrees and 00 minutes and a radius of 575 feet; thence along Coco Plum Beach Causeway in a Westerly direction and deflecting to the right, 845.97 feet, back to the POINT OF BEGINNING, said description to be a part of a PLAT OF SURVEY prepared by C. G. Bailey, dated July 23, 1972 and revised to September 3, 1972.

RECORDED IN OFFICE OF MONROE COUNTY, FLORIDA
FILED IN PLAT BOOK 4, PAGE 166
CLERK OF COUNTY COURT
MONROE COUNTY, FLORIDA

25602

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6.85

EE 542 PAGE 965

25603

This Mortgage Deed Executed the 2nd day of May
A. D. 1973, by BONEFISH TOWERS, INC.

a corporation existing under the laws of the State of Florida and having
its principal place of business at _____

party of the first part, hereinafter called the Mortgagor, to PHILIP SPIEGEL & ALN G.
SCHMITT, parties of the second part, hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in considera-
tion of the aggregate sum named in the promissory note of even date herewith, hereinafter
described, the said Mortgagor doth grant, bargain, sell, alien, remise, release, convey and con-
firm unto the said Mortgagee, their heirs and assigns, 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 Monroe County, State of Florida, described as follows:

Legal Description attached as Exhibit "A"

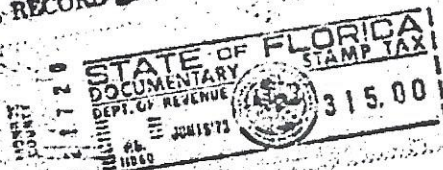
The mortgagees agree that the lien of this mortgage and payments
due hereunder shall be subordinate to a mortgage given to
a lending institution for the purposes of supplying construction
monies for the erection of Condominium Apartments, a minimum
of seventy (70) units on the above described property, and
the mortgagees agree to execute all documents in connection
with this subordination.

Received \$ 420.00 in payment of taxes on
Personal Property Tax to the
State of Florida, Department of Revenue, State
of Florida.

Kelmer Eder

12.00
315.00
420.00
SEE OFFICIAL RECORD 637 PAGE 418
SEE OFFICIAL RECORD 637 PAGE 421
SEE OFFICIAL RECORD 637 PAGE 424
SEE OFFICIAL RECORD 641 PAGE 761
SEE OFFICIAL RECORD 641 PAGE 207

FILED FOR RECORD
JUN 15 PM 12:54
EARL R. ADAMS, CLK. ST. CL.
HERNANDO COUNTY, FLORIDA



SEE OFFICIAL RECORD 637 PAGE 847 SEE OFFICIAL RECORD 549 PAGE 394
SEE OFFICIAL RECORD 637 PAGE 842 SEE OFFICIAL RECORD 622 PAGE 251
SEE OFFICIAL RECORD 637 PAGE 851 SEE OFFICIAL RECORD 623 PAGE 411
SEE OFFICIAL RECORD 637 PAGE 852 SEE OFFICIAL RECORD 633 PAGE 565
SEE OFFICIAL RECORD 637 PAGE 853 SEE OFFICIAL RECORD 633 PAGE 566
SEE OFFICIAL RECORD 637 PAGE 854 SEE OFFICIAL RECORD 433 PAGE 567
SEE OFFICIAL RECORD 637 PAGE 855 SEE OFFICIAL RECORD 633 PAGE 568
SEE OFFICIAL RECORD 637 PAGE 856 SEE OFFICIAL RECORD 633 PAGE 569

EXHIBIT "A"

All of Lot 7 and 11 and a part of Lots 8, 9 and 10, Block 6, and a part of Lot 1, Block 21 of COCO PLUM BEACH as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at the N.E. Corner of Lot 1, Block 5, of said Coco Plum Beach, bear south 353.00 feet; thence bear East 46.73 feet to the W'ly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of 125°00'00" and a radius of 575 feet; thence along said curve in a S'ly direction and deflecting to the left 7.30 feet to a point, said point to be known as the point of beginning of the tract of land hereinafter described; from said Point of Beginning continue bearing E'ly along said curve and deflecting to the left 853.27 feet; thence bear South 04°30'00" West, 930 feet more or less, to the shoreline of Key Colony Channel; thence meander the shoreline of Key Colony Channel and an existing boat basin in a N.W.'ly, N.E.'ly, N.'ly, W.'ly, S.'ly and N.W.'ly direction 2,000.00 feet more or less to a Point that is bearing South from the Point of Beginning; thence bear N. 467.00 feet, more or less, back to the Point of Beginning, less all that portion of avenue C as recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida.

ALSO

Commencing at the Northeast Corner of Lot 1, Block 5 of said "COCO PLUM BEACH", bear South 353 feet; thence bear East 46.73 feet to the westerly right-of-way line of Coco Plum Beach Causeway, thence along said curve having a central angle of 125 degrees and 00 minutes and a radius of 575 feet; thence along said curve in a southerly direction and deflecting to the left 7.30 feet to the N.E. Corner of Lot 7 and the POINT OF BEGINNING of the tract of land and water hereinafter described; from said POINT OF BEGINNING bear South, 613 feet, more or less, to Key Colony Channel; thence bear South 43 degrees and 30 minutes East 920 feet, more or less, thence bear North 04° and 30' East, 970 feet, more or less, to the southerly right-of-way line of Coco Plum Beach Causeway, said point being on a curve having a central angle of 125 degrees and 00 minutes and a radius of 575 feet; thence along Coco Plum Beach Causeway in a westerly direction and deflecting to the right, 845.27 feet, back to the POINT OF BEGINNING, said description to be a part of a PLAT OF SURVEY prepared by C. G. Bailey, dated July 23, 1972 and revised to September 3, 1972.

SEE OFFICIAL RECORD <u>641</u> PAGE <u>710</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>641</u> PAGE <u>711</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>641</u> PAGE <u>713</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>641</u> PAGE <u>715</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>641</u> PAGE <u>716</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>648</u> PAGE <u>304</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>649</u> PAGE <u>108</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>650</u> PAGE <u>525</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>653</u> PAGE <u>86</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>653</u> PAGE <u>87</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>654</u> PAGE <u>587</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>655</u> PAGE <u>714</u> <u>659n.</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD <u>658</u> PAGE <u>34</u> <u>Apr. 90</u>	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD _____ PAGE _____	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD _____ PAGE _____	SEE OFFICIAL RECORD _____ PAGE _____
SEE OFFICIAL RECORD _____ PAGE _____	SEE OFFICIAL RECORD _____ PAGE _____

TO HAVE AND TO HOLD the same together with the tenements, hereditaments, and appurtenances, unto the said Mortgagee S. and their heirs and assigns, in fee simple.

AND said Mortgagor for itself and its successors, legal representatives and assigns, doth covenant with said Mortgagee S., their heirs, legal representatives and assigns, that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor hath full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee S., their heirs, legal representatives and assigns, 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, its successors and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee S., their heirs, legal representatives and assigns, 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, its successors, legal representatives or assigns shall pay unto the said Mortgagee S., their legal representatives or assigns, the certain promissory note, of which the following in words and figures is true cop Y to-wit:

\$ 210,000.00

Marathon, Florida May 2 19 73

AFTER DATE, for value received, the undersigned, jointly and severally, promise to pay to the order of PHILIP SPIEGEL and ALAN G. SCHMITT

the principal sum of TWO HUNDRED TEN THOUSAND AND 00/100---- DOLLARS (\$210,000.00)

together with interest thereon from date at the rate of EIGHT & ONE/ (8 1/2 %) per cent. per annum quarter annually until paid, in quarterly installments of TWELVE THOUSAND NINE HUNDRED/ NINETY-EIGHT AND 35/100 Dollars (\$12,988.35)

commencing on the 2nd day of August A. D. 19 73, and ~~continuing~~ Quarterly

~~and continuing~~ thereafter until principal and interest are fully paid and discharged. All payments made hereunder shall first be applied to the payment of accrued interest and the balance thereof shall then be applied toward the payment of the unpaid principal.

If the makers hereof shall fail for a period of thirty (30) days to pay any installment when due, then all other installments or sums remaining unpaid shall at the option of the payee immediately become due and payable as though stipulated to be paid on that date. Deferred payments shall bear interest from maturity at the rate of 10 1/2 per cent. (10 1/2 per annum.)

The makers and endorers of this note further waive demand, notice of non-payment and protest and agree in case suit shall be brought for the collection hereof or the same has to be collected upon demand of an attorney to pay reasonable attorney's fees for making such collection.

Without penalty this note may be satisfied and discharged at any time prior to maturity.

BONEFISH TOWERS, INC.

/s/ Ronald Markham (SEAL)

By: Ronald Markham, President

/s/ John W. Greenleaf, Jr. (SEAL)

Attest: John W. Greenleaf, Jr.

LAW OFFICES - CUNNINGHAM, A. BRITTON & SEE P.A. MARATHON, FLORIDA

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, for itself and its successors, legal representatives and assigns, hereby covenant and agree:

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 become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and incumbrances of every nature on said described property, each and every, and if the same be not promptly paid the said Mortgagee or their heirs, legal representatives or assigns, 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 3 1/2 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 or their legal representatives or assigns, because of the failure on the part of the said Mortgagor, its successors, legal representatives or assigns, 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 3 1/2 per cent, per annum.
4. To keep the buildings now or hereafter on said land insured in a sum not less than Full Insurable 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 or their heirs, legal representatives or assigns, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee or their heirs, legal representatives or assigns, 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 3 1/2 per cent per annum.
5. To permit, commit or suffer no waste, impairment or deterioration of said property or 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 thirty 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 fully 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 or their heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of TWO HUNDRED TEN THOUSAND AND 00/100 dollars were originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its _____ President, and its corporate seal to be affixed, attested by its _____ Secretary the day and year above written.



(Corporate Seal)

Secretary.

Signed, sealed and delivered in the presence of:

BONEFISH TOWERS, INC.

Richard B. Slamon
W. J. Miller

By Ronald Markham President.

This instrument prepared by:
PREPARED BY:
Address RALPH E. CUNNINGHAM, JR.
P. O. BOX 938
MARATHON, FLORIDA 33060

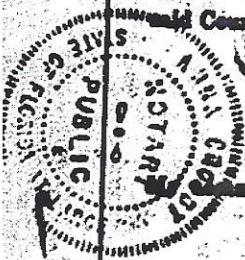
STATE OF FLORIDA

COUNTY OF MONROE

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 Ronald Mackinn and John W. Greenleaf Jr respectively as President and Secretary of the BONEFISH TOWERS, INC.

_____ to me personally known, this day acknowledged before me that they executed the foregoing mortgage as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person 8 making said acknowledgment to be the individual 8 described in and who executed the said mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Monroe said County and State, this 2nd day of May, A. D. 1973



NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 29, 1978
Bonded by American Business Insurance Co.
Commission expires:

John C. Greenleaf Jr
Notary Public.

FROM CORPORATION TO INDIVIDUAL
Mortgage Deed

25603

Ronald Mackinn
MONROE COUNTY, FLORIDA
EARL B. ADAMS
CLERK OF COUNTY COURT
RECORDED

25603