

This Mortgage Deed

Executed the 13th day of December A. D. 1985 by

CHARLES L. WALTERS and KATHRYN A. WALTERS, his wife

hereinafter called the mortgagor, to

FRANK BERRY and HELEN BERRY, his wife

hereinafter called the 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 the certain land of which the mortgagor is now seized and in possession situate in Citrus County, Florida, viz:

Tract 55, Section 2, GULF HIGHWAY LAND, UNIT NO. 2, as per plat thereof as recorded in Plat Book 4, Page 147, public records of Citrus County, Florida.

THIS IS A PURCHASE MONEY SECOND MORTGAGE

Received \$ 13.20 for
class "C" intangible tax
Walt Connors, Clerk
for Citrus County, Fla.
By J. L. Luder D.C.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
1985 DEC 13
\$ 09.90

FILED & RECORDED
CITRUS COUNTY, FLORIDA
DEC 13 PM 2 31
VERIFIED BY
[Signature]

432752

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues 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 afore-said; 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

MORTGAGE NOTE

RAMCO FORM 53

\$ 6,600.00

Citrus Cty., Florida
December 13th, 1985

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to FRANK BERRY AND

HELEN BERRY, his wife -----, or order, in the manner hereinafter specified, the principal sum of SIX THOUSAND SIX HUNDRED and no/100-----/100 DOLLARS (\$ 6,600.00) with interest from date at the rate of 10% per cent. per annum on the balance from time to time remaining unpaid.

The said principal and interest shall be payable in lawful money of the United States of America at 48 Kingsley Way, Freehold,
New Jersey 07728 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

\$6,600.00 Payable:

in consecutive monthly installments of ONE HUNDRED and 16/100 DOLLARS, (\$100.16), including interest at the rate of 10% on the 15th day of each month, beginning February 15th, 1986. Such monthly installments shall continue until the entire indebtedness evidenced by this note is fully paid, except that any remaining indebtedness if not sooner paid, shall become due and payable in 1994.

THIS NOTE MAY BE PAID IN PART OR IN FULL AT ANY TIME WITHOUT PENALTY.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker and in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby 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, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

131 CHARLES L. WALTERS.....(SEAL)

CHARLES L. WALTERS

151 KATHRYN A. WALTERS.....(SEAL)

KATHRYN A. WALTERS

.....(SEAL)

.....(SEAL)

and shall perform, comply with and abide by each and every 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 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 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; 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 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 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.

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:

Tracy L. Zarro
Wm. P. Plof

Charles L. Walters
CHARLES L. WALTERS
Kathryn A. Walters
KATHRYN A. WALTERS

L.S.
L.S.
L.S.
L.S.

STATE OF FLORIDA,
COUNTY OF CITRUS

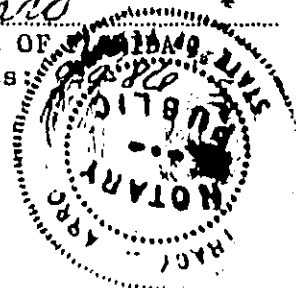
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

CHARLES L. WALTERS and KATHRYN A. WALTERS, his 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.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of December A. D. 1985.

Tracy L. Zarro
NOTARY PUBLIC, STATE OF
My Commission Expires



BOOK 637 PAGE 0381

This Instrument prepared by: TRACY L. ZARRO, incidental to the issuing of a title insurance Policy.
Address HOMESTEAD TITLE, INC. 107 U.S. 41 South, Inverness, FL. 32670